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ERRATA.

Page 23, column 2, line 42 from top, for "continued," read "contrived."

Page 24, column 1, delete line 20 from bottom, and insert a full-point, instead of comma, at the word "elevation" in the following line.

Page 30, column 2, in line 6 of paragraph referring to Leeds Law Society, for "legal forms," read "legal reforms."

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 17, 1857.

THE solicitor and his client have, we believe, an equal interest in advancing legal reform; and whatever changes of law and practice are beneficial to the one will, in the long run, prove salutary to the other. We firmly maintain, and shall steadfastly act upon, this principle; and so long as it is kept in mind, there will be no room for extravagant alarm as to the effect upon the interests of solicitors of possible alterations in the course of business. We hold it to be absolutely certain that public and professional advantage are identical, and that any measure which promotes the one must also advance the other. To proclaim that the interest of the solicitor is antagonistic to that of all the world besides, appears to us, in the first place, to be manifestly untrue; and, secondly, to be singularly rash. If ever a question could possibly arise on which the general good demanded one course of legislation, and the good of the legal profession demanded another, we are bound to say, in all sincerity, that we believe the national resolve would overpower the opposition of a class. We should only deceive our readers if we pretended to expect that the closest union, and the most energetic action of the body of solicitors, could resist the combination of all other classes of the community. The power of the profession is very great; and, wisely directed, may effect vast results, while blind and rash resistance to the course of social progress may destroy it. The unlearned laity is prone to jealousy and distrust of lawyers; and although much has been done to diffuse a juster estimate of the legal body, it is by no means too late for ill-advised and intemperate agitation to damage or destroy the credit that has been slowly gained.

These remarks appear to us by no means inappropriate, as the time draws near for the opening of a session which promises to be fertile in the discussion, and perhaps in the enactment, of very sweeping changes in legal practice. Whatever may be the feelings and wishes, and the true view of the interests of the solicitors, it is pretty plain that the existing system of conveyancing will undergo extensive modifications at no distant day. We do not believe that it would be sound policy to resist this change, and we are fully convinced that the opposition, if attempted, would prove useless. But the judicious statesman will contrive to lead and guide a movement which he feels himself inadequate to withstand; and this is the line of conduct which the lawyers, if prudent, will adopt when the public, no longer intent on war but on domestic grievances, demands the abolition of a system of which it feels the burden, but cannot understand the merits. If the lawyers were so per-

verse and blind as to refuse their aid in framing a plan of registration for real property, the ill-digested schemes of former years would be reproduced and inconsiderately adopted by a people who know the evil from which they fly, but not that upon which they rush. It will be in the memory of many readers that the LORD CHANCELLOR's bill for registering estates very nearly became law in 1851, and again in 1853; and that the successful opposition to that bill was mainly the work of the various Law Societies, bodies which comprised among their members the most extensive experience of the working of the existing system, and the most reliable opinions upon the various schemes that had been framed as substitutes.

Now, it was felt by the authors of this successful opposition that the attempt they had once defeated would be speedily renewed, and that, if they would continue to hold the advantage they had gained, they must appear not only as objectors but as proposers, and must be prepared to explain to Parliament not only what could not but what could be done. The registration of deeds was believed to be either impossible or mischievous; but the registration of legal titles appeared simple and practically useful. This was the plan which was investigated by the Committee of the House of Commons in 1853, and which we may presume has been under the consideration of the Royal Commission which has sat during the three last years. It would appear that the ATTORNEY-GENERAL has determined to propose such a system of registration to Parliament in the forthcoming session; and we believe it will be generally felt, by all who understand the scheme, that it offers the best, and perhaps the only solution of a most difficult problem in legislation. Whether such a bill will be carried this year or next year is, of course, quite uncertain, and depends upon a variety of accidents and conflicting influences. But it is our duty to impress upon our readers, that the adoption of such a measure is possible at the present moment, and very probable at no distant day. We repeat that conveyancing practice cannot, and will not, continue what it now is. We do not ourselves believe that the true interest of the profession requires that it should so continue; and, whether that be so or not, we are convinced that the day for resisting alteration is gone by, and that we should injure instead of benefiting the solicitors by attempting to maintain the system as it now exists. A change which many people call, whether rightly or wrongly, a reform is necessary and inevitable; and if the profession will not lead this movement, the only alternative will be to follow it. The intimate familiarity of solicitors with all the details of conveyancing ought to secure to them a large share of influence in framing any scheme of registration that is intended to work successfully. But the authority that might be thus acquired will, of course, be forfeited at the outset, if the earliest rumour of the contemplated measure is encountered by a thoughtless clamour, the offspring of ignorance, and of a very narrow and mistaken view of sectional and individual interests. We firmly believe that the reform which popular instinct declares possible professional sagacity might effect, and that the solicitors who contributed to procure this great advantage for the community would not find themselves losers by it in point of income, and, at the same time, they would gain immensely in social influence and consideration, as the authors of a wise, and bold, and thoroughly disinterested reform.

We shall not, however, pretend for a single instant to disguise those features of the scheme for registering titles which have a tendency to alarm solicitors. The popular conception of a lawyer is that he is a man who lives by verbiage, and even lawyers must admit that this idea is, to some extent, a just one; inasmuch as they cannot but feel that, if verbiage is likely to be done away with, the question of how lawyers

are thenceforth to live assumes an immediate and very urgent interest. But we do not apprehend that it will be found impossible to combine with the altered practice a change in the method of remuneration, which shall secure to the solicitor an adequate recompense for the trouble and responsibility he undertakes, and shall at the same time get rid of many features of the existing system of conveyancing charges which every one admits to be indefensible. The practice in various other countries of charging a per centage upon the value of property, bought or sold, would furnish one method of remunerating the solicitor without regard to the number of folios in the conveyance. The plan of registering legal titles to land is commonly explained by comparing it to the bank accounts of stock, and the parallel might be extended by supposing the solicitor to be paid, like the stockbroker, by a per centage, and the business of buying and selling land to be strictly confined, like that of dealing in stock, to a special and well-known class of men. If it be really the wish of the ATTORNEY-GENERAL to produce and carry a measure which shall satisfactorily dispose of the long-vexed subject of registration, he will take care that the question of conveyancing costs is maturely considered and equitably adjusted by the Legislature. The share which solicitors may take in preparing and elaborating the scheme of registration will command for them a respectful hearing when they urge what they conceive to be their own fair claims. This advantage they may derive from an enlightened perception of their own as involved in the general good, and it can only be endangered by proclaiming to the profession and to the public that their interests are irreconcilably opposed.

THE case of *SWINFEN v. SWINFEN*, in which the Court of Common Pleas gave judgment on Monday last, relates to a subject of great interest, and is a very curious illustration of the spirit in which that very important branch of the Legislature—the fifteen judges—perform their duties.

As all our readers are aware, a practice has long existed, founded, like many other practices in English law, upon no definite principle, by which counsel exercise the functions of judges, more or less directly compelling their clients to submit cases to arbitration, or to compromise them on such terms as appear to the counsel to be fair. There are, no doubt, many circumstances in which this practice is highly beneficial to the client's interests; but, like every other practice resting on no intelligible ground, it produces, in a large minority of cases, the most cruel injustice. Few objects would be of more importance to the legal profession than a clear exposition of the principles which ought to regulate the right of legal advisers in general, and of counsel in particular, to act for their clients; and the case of *SWINFEN v. SWINFEN* would almost seem to have been made on purpose to give the court by which it was decided an opportunity of laying down such rules.

The facts, stated very shortly indeed, were as follows:—On a trial affecting the right to a large property, the counsel (Sir F. THESIGER), the attorney (Mr. SIMPSON), and the client (Mrs. SWINFEN), met after the adjournment of the court on a Saturday night, and Mrs. SWINFEN took time to consider a proposal for a compromise, suggested to her by Sir F. THESIGER. On the Sunday, she sent a telegraphic message, distinctly refusing to accept it. On the Monday, Mr. SIMPSON learnt a fact which led him to think that the cause ought to be compromised, and in this opinion Sir FREDERICK concurred with him. Mrs. SWINFEN being absent, and not being aware of the fact which led her legal advisers to their opinion, her counsel agreed to certain terms with the counsel on the other side. Mr. SIMPSON was present during the negotiation, and did nothing to prevent it, though he told his counsel that he

could not take the responsibility of instructing them to compromise. Sir F. THESIGER, thereupon took the responsibility on himself, and closed the negotiation, which was made in the usual course an order at *nisi prius*, and afterwards a rule of court. The client refused to carry out the terms, and the question whether she was at liberty to do so, arose upon a motion to make absolute a rule for an attachment against her for such refusal.

This state of facts raised, as broadly as possible, two questions vitally important to all legal practitioners. First. If an attorney is present in court during a negotiation between counsel, and offers to such negotiation no opposition of which the other side can take notice, does he consent to the terms on which the negotiation issues; and if so, does such consent bind the client? Secondly. Have counsel in a cause general authority to compromise it, independently of the instructions of the attorney, express or implied? Each of these questions is of the highest practical importance, and it is not a little singular that they should have remained so long unsettled. It is no less singular that, when these points are raised, the effect of the first decision upon them should have been to involve each of them in even greater obscurity than formerly prevailed. A better illustration could hardly have been given of the extreme inconvenience of committing one of the most important parts of our legislation to the hands of legislators who can only act under a double set of fetters. One set is imposed upon them by the fiction that they only declare, but do not make the law; and the other, by the fact that they can only enunciate such principles as are required by the circumstances which come before them, or are permitted by the forms of procedure by which they are presented to their notice.

As our readers are doubtless aware, a rule for an attachment can only be made absolute by the unanimous judgment of the court. In *SWINFEN v. SWINFEN* Mr. Justice CROWDER took one view, and Mr. Justice CRESSWELL and Mr. Justice WILLIAMS took another. There was, therefore, no rule; and as Mr. Justice CROWDER's opinion prevailed in opposition to those of his brethren, it fell to his lot to deliver judgment. The effect of this is, that in so far as *SWINFEN v. SWINFEN* is an authority at all, it is an authority *against* the view adopted by a majority of the judges who heard it; and as if this were not confusing enough, the judgment of Mr. Justice CROWDER, on one of the two points in question, is of the very narrowest and most negative kind. He does not decide whether, under the circumstances which we have stated, the tacit consent of the attorney would bind his client, but confines himself to saying, "I am strongly disposed to think that after counsel has had a personal interview with his client for the express purpose of obtaining authority to compromise on the given basis, which the client has declined to give, the counsel ought not to act even upon the direct instructions of the attorney, if at variance with the client's expressed determination." Probably Mr. Justice CROWDER is of opinion that, if such instructions were given, and were acted on, the compromise would not be binding on the client; but, if this be his opinion, his language very inadequately expresses it. Still less satisfactory is his opinion on the question whether the conduct of the attorney in this case amounted to a tacit consent. All that he says is that he does not think that an *attachment* ought to be granted on the strength of it; but he leaves it quite uncertain whether an *action* might not be brought on the compromise itself. On this part of the case, therefore, *SWINFEN v. SWINFEN* is only an authority for the proposition that it has been held by one Judge against two that, if a client has expressly dissented from a proposed compromise, and the same is afterwards entered into by counsel in the presence of the attorney, who makes no opposition, the client, refusing to adopt it, will not be liable to an attachment for contempt, though he may or may not be liable to an action.

On the other question—namely, whether counsel has a right, as general agent for his client, to enter into a compromise opposed to the client's express wishes, facts having come out in the client's absence which in his judgment render such compromise advisable—Mr. Justice CROWDER takes a ground which is certainly broad and clear, though we do not think it meets all the emergencies which might arise. His view is that a barrister is a special and not a general agent; that his authority only extends to the management of the cause, and not to effecting compromises; and no doubt the contrary proposition is one which cannot, upon any grounds of common sense, be maintained for a moment; and, to us at least, it seems that it would be equally opposed to all rules of law. It would be a monstrous thing to make the authority of the agent entirely independent of the will of the principal. But though we feel no doubt upon this point, we feel quite as strongly that Mr. Justice CROWDER's view cannot be accepted as an ultimate solution of the difficulty. Indeed it would be a bold thing to do so in opposition to two such judges as those who differed from him. It is surely hard to say, that if in the absence of the client the whole state of circumstances is changed by the discovery of new facts, his legal advisers are not to be allowed to do for him what in ninety-nine cases out of a hundred he would, if present, wish to do himself. The offer of a compromise once rejected may not be renewed; and thus a client may be utterly ruined by what may, perhaps, be an involuntary absence. It is, moreover, no easy matter to draw the line between the right of compromising a case, and the right of conducting a case. The latter may often practically involve the former. The difficulties on the other side are obvious enough, and are efficiently dealt with in Mr. Justice CROWDER's judgment, but we do not think he pays sufficient attention to those which we have here suggested. The case will in all probability go before a higher tribunal, which we hope will lay down some broad and intelligible rules. So far as the public are concerned, *SWINFEN v. SWINFEN* decides nothing at all.

Legal News.

THE conviction of the prisoners charged with the bullion robbery on the South Eastern Railway last May twelvemonth, was generally anticipated; and no difference of opinion can reasonably exist as to their guilt. The confirmation of AGAR's story "in some fact which goes to fix the guilt on the particular persons charged," was abundantly supplied by a variety of minute circumstances. Counsel for the defence quoted the well known dictum of Lord ABINGER, that "a man who has been guilty of a crime himself will always be able to relate the facts of the case, and if the confirmation be only of the truth of that history, without identifying the person, that is really no corroboration at all." The public who now hear or read this rule of evidence for the first time, must be struck by the remarkable agreement which it shows between the reason of the law and the reason of mankind at large; and we hope that the publicity now given to such an excellent example of judicial wisdom will go a long way towards rescuing the law and its professors from the discredit into which they seem lately to have fallen in city circles. It will probably be felt that the words of Lord ABINGER describe not only what ought to have been proved, but what actually was proved on the late trial against all three prisoners. The confidence of the public in the decisions of our criminal tribunals has just been somewhat shaken by the unfortunate case of MARKHAM; but still we do not apprehend that the ingenious speeches delivered this week at the Old Bailey will produce in any sane

mind a belief that injustice can have been done to BURGESS, PIERCE, and TESTER.

Every one will sympathize with the regret expressed by Mr. Baron MARTIN at the escape of PIERCE with a conviction merely for simple larceny, and a sentence of two years' imprisonment, with hard labour. BURGESS and TESTER, being servants of the Company when the robbery was committed, receive sentence of "transportation beyond the seas" for the term of fourteen years. What that sentence actually means, or what, in the mutations of parliamentary sentiment, it may come to mean, would, perhaps, be difficult to tell. On one point, however, we have the advantage of a judicial declaration. The learned Baron noticed that "it was perfectly clear AGAR was fond of associating with persons of the other sex," and henceforth he will be "entirely cut off from all such associations;" and we may probably venture to infer that the same will be the case with TESTER and BURGESS. The character of AGAR is extraordinary, and may well attract the study of the psychologist; but the trait which Baron MARTIN appears to have thought remarkable, belongs not only to thieves, vulgar and refined, but also to many honest men. Indeed, we might infer from the zeal of the learned Baron on behalf of AGAR's injured mistress, that "persons of the other sex" are viewed by him with the same partiality which he seems to have thought exceptional in the case of AGAR. "It is perfectly clear," to use Baron MARTIN's phrase, that his indignation at "the robbery of that wretched woman" by PIERCE, was as genuine as the applause bestowed by the audience upon his denunciation of PIERCE's villany. Lord CAMPBELL himself might have envied the success of his learned brother in this "point;" and it may be suspected that Baron MARTIN shares, not only the human infirmity of the convict AGAR, but also that of the Lord Chief Justice.

In the case of the Royal British Bank, a variety of proceedings have taken place. The adjudication of bankruptcy against Mr. HUMPHREY BROWN, M.P., obtained on the petition of the assignees of the bank, has been annulled. Great difficulty and expense were apprehended by the assignees in supporting the adjudication, and it was therefore thought advisable to abandon the petition before the court, and endeavour to obtain a fresh adjudication on the debt of another creditor. A petition has also been presented on behalf of Mr. HUMPHREY BROWN to annul the adjudication against the bank. On Monday, various shareholders were summoned before the Commissioner to show cause why they refused to pay the call of £50 per share made by the directors a few days after the bank stopped payment. The first person summoned was a clerk to a railway company. He was the holder of six shares, and therefore called upon to pay £300. He claimed to be a creditor of the bank for £490, and a call upon him of £75 per share had been made by the official manager. He said, "he was so confounded that he did not know what course he ought to take, which call ought to be paid, or to whom he ought to pay it. He had earned the amount paid for the shares by his own industry, and his case was a very hard one." The next person who appeared held ten shares, which he alleged he had been induced to take by fraud. He had made the assignees an offer to pay £100 in full, and had hinted that, if that sum were not accepted, "it would do to take him through the court." Another person summoned, was, by his own account, "only a poor jobbing master carpenter," and, as the holder of fifty shares, was called upon to pay £2,500. He might perhaps be able to pay £500 in a month or so, if his friends would assist him. Then came one, formerly a cheesemonger, but now out of business, who held five shares. He was not prepared to pay the call, but had friends who would endeavour to make up a small sum. Another shareholder had paid £400 on supplemental shares as lately

as April last. He was now called upon to pay £500, but stated himself to be quite insolvent. Then came a fishmonger, holder of ten shares, who had not paid the call of £500, and was not able to do so, or to make any offer. Lastly, there appeared a linendraper's clerk, holding three shares, who was not in a position to pay the call.

While this herd of humble victims is pursued in Bankruptcy, the courts at Westminster are daily beset with applications against the more wealthy shareholders individually. Several motions have been made for leave to issue execution against shareholders on judgments obtained against the official manager, and the usual defence has been that the holders were induced to take their shares by fraud. This question has now been raised in all the courts, and it stands over to ascertain whether the judges are unanimous upon the point.

The chronicle of a week's litigation in the matter of the Royal British Bank is not yet complete. On Wednesday Mr. Commissioner HOLROYD gave a judgment, which, it is stated, will be final; and which will govern questions of the pecuniary value of £30,000. Mr. BANES kept a drawing account at the Bank, and also a discount account. At the stoppage of the Bank there was a cash balance in Mr. BANES's favour of £503, the Bank being the holder of certain bills. The assignees claimed a right to sue Mr. BANES and other parties whose names were on the bills, and contended that Mr. BANES must prove for the balance due to him like any other creditor. Mr. BANES prayed that, the Bank having applied from the cash balance a sum of £166, as required for the full liquidation of its claims upon the bills, the said bills might be given up to him, and that the court would make an order that no action be brought on their account. The petitioner would then prove for the smaller, instead of the larger, balance. Mr. BANES was the drawer of the bills, which had been accepted for value. The Commissioner decided that the bank had a right to require payment of the bills from the acceptors, and that Mr. BANES must be left to take such course as he might be advised with regard to the drawing account.

The further proceedings in bankruptcy against shareholders have been private, it having been found inexpedient to reveal the particulars of such cases as those of which we have given some specimens above. An attempt is said to be now making to collect a fund among the shareholders, with a view to the settlement of all claims upon the bank.

The "Common Law Judicial Business" Commissioners have commenced their labours, and have invited suggestions on the subject-matter of their inquiry into the business of the superior courts of common law, the times and places of holding the assizes, and the division of the country into circuits.

It is understood that Mr. CAIRNS, Q.C., and Mr. SELWYN, Q.C., have elected to practice—the former in the court of the Vice-Chancellor WOOD, and the latter at the Rolls.

BARRISTER SAWARD.

The last two years have been crowded with occurrences which seem to have been expressly intended to throw discredit upon the most favoured classes of the community. We were always bragging of the high character of English commerce, and of the honesty, intelligence, and enterprise of English merchants. Hardly a quarter has passed for two years back, in which some member of the commercial aristocracy has not walked out of the felon's dock at the Old Bailey, to the appropriate but un congenial society of the colonists of Portland Island or Dartmoor; and few of these intervals have elapsed in which some great mercantile concern has not been ruined, either by fraud or folly. Last week, a similar lesson was read to another class, which certainly did not require it less than the mercantile world, and which is, no doubt, in a position to profit by it more easily. No body in the country enjoys a higher social standing than the bar; indeed, the advantages and dignities of the profession are the sole reasons which induce many

persons to become members of it. The character of those who are real barristers, and who live, or intend to live, by their profession, unquestionably stands high; but the mere fact of having a right to be registered in the law list as a barrister, can hardly, we should think, be considered an honour by the weakest of mankind, after the exposure, last week, of the career of "Barrister Saward," whom the exemplary Edward Agar "saw pleading in Westminster Hall." We alluded last week to this learned gentleman's connection with the Mansion House frauds; and here we find him again resorted to, apparently quite in the ordinary course of business, by the most accomplished thieves in London, as a receiver of stolen goods. This man must have been recommended to the benchers of the Inner Temple, by two barristers, as "a gentleman of respectability," and must have carefully purged himself from the suspicion of being an attorney—an accusation of which we hope and believe he was entirely innocent. Can anything put in a clearer light the total inefficiency of the present arrangement for testing the fitness of candidates for the bar? Surely, if a man who has been for years an associate of thieves could find his way into the profession, the qualifications required must be a mere farce. Saward's case has proved conclusively, that a cheat and a thief may be a barrister, as Sir John Dean Paul's proved that a banker may be a robber and a hypocrite. Of course, no profession can invent tests which will exclude from its ranks all but unspotted characters; but the bar can certainly find means to prevent common thieves from qualifying themselves for police magistracies and commissionerships by becoming "barristers of seven years' standing." For the credit of the other branch of the profession, we hope that, notwithstanding he has been sixteen years a barrister, Mr. Saward, "of the Home Circuit" (but now of the Old Bailey), was the original of Mr. Briefless.

JUDICIAL OATHS.

In a case heard at the Newcastle County Court last week, the following colloquy took place:—On the plaintiff making his appearance and taking his book to be sworn, Mr. Story, the defendant's solicitor, said he wished the judge to ask him what form of oath was binding on his conscience. The Plaintiff.—The regular form of oath, so far as I know. Mr. Story.—Then, do you believe in the existence of a God? The Plaintiff.—I believe in the existence of a God. Mr. Story.—Whom we know as the Supreme Being? The Plaintiff.—I cannot exactly tell what you know, but I believe in a Supreme Being. Mr. Story.—Then, I shall ask you the last question. Do you believe in the existence of a future state of rewards and punishments? The plaintiff.—I can't say I disbelieve in them. Mr. Story.—I must have your absolute answer. The question is, do you or do you not believe in a future state of rewards and punishments, not disbelieve; do you or do you not absolutely believe in it? The Plaintiff.—I can hardly say whether I do or whether I don't. Mr. Story.—Do you or do you not believe in a future state of rewards and punishments? The Plaintiff.—I can't tell exactly what you mean. If you will explain what you mean by rewards and punishments, I shall perhaps be able to answer you. Mr. Story.—Then, do you believe in the existence of heaven and hell? The Plaintiff.—I believe there is such a thing talked about; whether there is such a thing I can't tell. Mr. Story.—Then, your Honour, I must submit that this man by his answers brings himself within what the law terms incompetency to give evidence from infamy. The man who would give such answers as this is infamous in the eyes of the law. The Judge.—It is not because he is infamous, but because he can't be believed. Mr. Story.—I say the form used is "infamous." He cannot be heard in any court of justice. The Judge (addressing the plaintiff).—Suppose you are sworn in any particular way, do you consider that you would be in any way bound by what will take place hereafter in the way of punishments or rewards for it? No, I don't, Sir. The Judge.—Then, I can't take your evidence. Mr. Story.—Then, your Honour ought to direct that he should be removed from the court. A man who would give utterance to opinions of this sort— The Judge.—He has a right to his opinion. The plaintiff was nonsuited.

STATISTICS OF CRIME.

The Epiphany Quarter Sessions for the four western counties have just been held, and it appears from the charges delivered by the chairmen to the grand juries that the state of crime is on the whole satisfactory. In Dorset, the commitments in 1855 for felony were 246; misdemeanours, 467; under the Juvenile Offenders' Act, 26; summarily convicted, 81; making a total of 770. In the year just passed, however, there were only 627,

showing a decrease of 143. Some of the offences were of a rather serious nature, and the chairman stated that within the last two years no less than nine ticket-of-leave men had been re-convicted. In Devonshire, the number for trial were 29, which, considering the number tried under the Criminal Justice Act, was about the same as at the corresponding period of last year. In Cornwall, the chairman, Mr. J. K. Lethbridge, expressed his regret at the large number of prisoners for trial, there being no less than 35, and observed that that "seemed to show that they were returning to those days which he had hoped had gone by." In Somerset, the number for present trial was 25; for the adjourned sessions, 31; under the Criminal Justice Act, 46; total 102, against 109 in the corresponding period of last year.

TICKETS OF LEAVE.

At the Central Criminal Court, on the 7th inst., Mr. Justice Willes said that he wished to correct certain observations made by him lately at Warwick, in consequence of finding, while on circuit, that a considerable number of persons upon whom a sentence of penal servitude had been passed were at liberty, and, as he was informed, under tickets of leave. Since then the matter had been explained, and he found that the cases to which he had referred were exceptional, and that, in practice, persons who were sentenced to penal servitude must undergo their full sentence. These cases at first sight appeared to show that penal servitude was subject to ticket of leave; but having been fully informed of the circumstances, he found that, in point of fact, no tickets of leave were granted in those instances, but that those persons were let out in the ordinary way by an unconditional discharge, under circumstances of a very peculiar character.

Mr. Baron Martin sentenced a prisoner to six years' penal servitude, and said that, in practice, a ticket of leave was never granted when a prisoner was sentenced to this punishment.

Recent Decisions in Chancery.

THERE are some reported cases in which the court has granted an injunction to restrain the disclosure of secrets acquired in the course of a confidential employment. The principle of the rule which governs such cases, is the same as that which prevents a solicitor from being compelled to disclose, to the detriment of his client, secrets which he has learned in his professional capacity. Thus, in *Evitt v. Price*, 1 Sim. 483, an accountant, who had been employed by a firm, and allowed by them free access to their books and papers, from which he had made extracts, was ordered to deliver up these extracts to his employers, and was restrained from taking or retaining any copies of the same, and from communicating the contents thereof, or any of the information therein contained, to any person whatever. The general rule, however, must be understood, with some restrictions. Thus, in the recent case of *Gartside v. Outram*, 5 W.R. 36, the bill, which was filed by woolbrokers at Liverpool against one who had been their clerk, stated that some of the plaintiffs' customers, after the defendant had left their employment, had applied to them for explanations as to various items in their accounts, admitting that they had received private information, and had been furnished with extracts from the books and accounts of the firm, which they ascertained had been supplied by the defendant. V. C. Wood took the same view as Lord Cranworth, when Vice-Chancellor, did of a similar case (*Follett v. Jefferyes*, 1 Sim., N.S. 3), and decided that the defendant, having raised specific charges of fraud against the plaintiffs, and having interrogated them thereupon, they were not protected from answering the interrogatories; and that, if the charges were established against the plaintiffs, the defendant would have a complete defence; "because," said his Honour, "if the doctrine were to prevail that the moment a man was retained as clerk he was bound to keep secret all irregular transactions in which his master was engaged, the court would be lending itself to the commission of fraud." The court will therefore refuse to extend protection to cases where the transactions which have come to the knowledge of the defendant were fraudulent.

The question of an insolvent's right to sue has been a good deal discussed in two recent cases (*Wearing v. Ellis*, 5 W.R. 40, and *Bradberry v. Brooke*, 5 W.R. 98). The former case, when before the Lord Chancellor, turned very much upon the construction and effect of the 5 & 6 Vict. c. 116, by which any person not being a trader, or being a trader owing less than

£300, may, upon presenting his petition to the Court of Bankruptcy, receive a protection. In *Wearing v. Ellis* a devisee of the insolvent filed his bill claiming to be entitled to the benefit of an assignment, by the official assignee, of a reversionary interest under circumstances which it was contended created a trust for the insolvent deviser. The bill alleged that all the creditors had accepted a composition, and executed a release to the insolvent; but no order had been obtained revesting surplus property in him. The only question for the court was simply, whether the plaintiff, under the circumstances, could maintain his suit. Vice-Chancellor Stuart, before whom the cause came on to be heard originally, held that he could, upon the ground that a surplus admittedly existed, and that in such a case, there was to all intents and purposes an end of the insolvency. It appears, however, that when the case was before his Honour, his attention was not called to the fact that the insolvency, or quasi bankruptcy, had taken place under the 5 & 6 Vict., c. 116, which contains no provision for revesting the surplus property of an insolvent. The Lord Chancellor considered that the case was to be dealt with as if it were a bankruptcy, and had happened under the Bankruptcy Act (6 Geo. 4, c. 16), under which the assignees, after the debts had been paid in full, became trustees for the quasi bankrupt, and that his devisee was, therefore, entitled to sue. The decree was on these grounds affirmed. In *Bradberry v. Brooke*, the question of the insolvent's right to sue arose in this way: In 1841, the plaintiff was declared insolvent, and a vesting order was made, founded on a judgment in outlawry which was afterwards reversed. The debt, in support of which the action was brought, was paid, but there was no revesting order. In 1855, the plaintiff filed his bill to redeem a mortgage, and subsequently again became insolvent, when another order was made vesting his estate in the same provisional assignee as before. It was objected that the plaintiff had no right to sue, all his interest being in the provisional assignee. Vice-Chancellor Kindersley allowed the objection. Lord Justice Turner said that a plaintiff who was insolvent before the commencement of a suit was clearly unable to file a bill; and if he became insolvent after the filing of the bill, he could not go on. Lord Justice Knight Bruce gave no opinion on this point, but the decision of the court was that the case should stand over for a month, with liberty to the provisional assignee to carry on the suit; and, in default, the bill to be dismissed.

Cases at Common Law Specially Interesting to Attorneys.

INSOLVENT CLERGYMAN—WRIT OF SEQUESTRARI FACIAS.

Parry v. Jones (Clerk), 5 W.R. (C.P.) 121.

THIS case turned on the respective rights of the general body of creditors (as represented by the assignees) of a clergyman who had obtained an "interim order" under 5 & 6 Vict. c. 116, and 7 & 8 Vict. c. 96, and those of an individual creditor who, after the date of such order, had sued out a *sequestrari facias* on a return of *nulla bona* having been made to a *fi. fa.* on a judgment. The question was raised by an application to the court, in which the action wherein such judgment had been obtained was pending, to set aside the *sequestrari facias*; but the court discharged the rule with costs, on the ground that as property consecrated to Divine uses (for example, the glebe or churchyard) cannot be taken in execution by temporal hands; and as, on the same principle, the profits of an ecclesiastical benefice do not, in the absence of express statutory provision, pass to the assignees of an insolvent clerk, so such profits, where they do not so pass, cannot be protected from process by the "interim order."

In explanation of this decision, it is to be observed that neither the 5 & 6 Vict. c. 116, nor the 7 & 8 Vict. c. 96, contain any provision similar to that which occurs in 1 & 2 Vict. c. 110 (s. 55), and according to which last-mentioned act the assignees of an insolvent prisoner, being a beneficed clergyman or curate, may apply for and obtain a sequestration of the profits of such benefice for the payment of his debts. It results, then, from the above decision, that in case of the petition being from a beneficed clerk in prison, under the Insolvent Debtors' Act, the race is between the assignees and that creditor who can first obtain a sequestration (see, in support of this, *Bishop v. Hatch*, 1 A. & E. 171); but in a case where the petition is under the Protection from Process Acts, the struggle lies between two or more individual creditors, and the assignees are altogether excluded.

ALLEGED WILL.—STAY OF PROCEEDINGS ON ACCOUNT OF.

Prosser v. Wagner, 5 W.R. (C.P.) 146.

This was an action on a cause which had accrued to the deceased, brought by one who had taken out administration; and application was made to the court, by the defendant, for a stay of proceedings on the ground that a will was in existence abroad, and that it would shortly be proved in this country. The rule was, however, discharged on the authority of *Allen v. Dundas*, 3 T.R. 125, from which case it appeared that if the defendants paid the plaintiffs, they would not have to pay again, though a will should eventually be produced, and the same cause of action be put in suit by the executor therein named.

PRACTICE ON APPEAL FROM THE DECISION OF THE COURT AS TO A RULE.

Kingsford v. Merry, 5 W.R. (Exch.) 151.

In the hearing of this case, two points of practice were incidentally determined. The Court of Exchequer had refused to grant a rule to show cause why a verdict should not be entered for the plaintiffs on a point reserved at the trial, and an appeal against this refusal now came on for argument, under the Common-Law Procedure Act, 1854. It was intimated by the Exchequer Chamber sitting as the Court of Appeal—1. That any preliminary objection to the appeal might be heard at the time of showing cause against the rule so to enter the verdict, if it were granted by the Court of Appeal after argument; and 2. That in the Court of Appeal, cause is to be shown against such a rule, if granted, *in the first instance*.

CA. SA.—EFFECT OF CHANGE IN THE PLACE OF CUSTODY.

Haines v. East India Company, 5 W.R. (Pr. C.) 159.

The circumstances of this case (which was an appeal to the Judicial Committee of the Privy Council from a decision of the Supreme Court at Bombay) were peculiar, and the facts occurred in India. The case is, nevertheless, interesting to the English practitioner, as being elucidatory of the true character of a *capias ad satisfaciendum*, and of the common-law doctrines of this country in reference to imprisonment under that writ.

The appellant (Haines) had been sued at Bombay in an action on promises by the local government there in behalf of the East India Company, and judgment, after a verdict, having been signed against him, a *ca. sa.* was issued out, endorsed for the amount of the judgment debt, under which he was arrested by the sheriff, and detained in custody in the gaol of Bombay. During his imprisonment, Haines fell seriously ill, and on a medical report to the effect that his temporary release from his place of confinement was absolutely requisite for his recovery, the respondents—that is to say, the Bombay government—caused him to be informed that if he chose to avail himself of the offer, he might take up his residence, during his illness, *outside* the prison walls, on the terms of the sheriffs' officers being continually in and about the house. To this proposal Haines gratefully consented, and was accordingly conducted by the under sheriff to a house outside the prison walls, and there suffered to remain during his illness, but always under the surveillance, as agreed, of the officers of the sheriff. Upon his recovery he was remitted to the gaol, and there applied for his discharge to the Supreme Court at Bombay, on the ground that the judgment debt, on which the *ca. sa.* under which he was detained had been taken out, had become satisfied by his temporary enlargement under the circumstances above explained. This application was rejected by the Supreme Court, whereupon the present appeal was brought.

The Judicial Committee dismissed the appeal with costs; and the judgment, which was delivered by Sir J. Patteson, went upon the ground that, under the very peculiar circumstances of the case, the judgment creditor had never, in point of legal effect, *discharged* the defendant; for that he had, at the most, consented to an irregularity in the manner of the judgment debtor's being held in custody under the *ca. sa.*, and that the appellant, having availed himself of this irregularity, was estopped from saying that it amounted to a discharge. The court intimated, however, that it might admit of a good deed of doubt as to what the consequences of such irregularities in the custody of his prisoners might be to the sheriff, in reference more particularly to his liability for an escape. But they appeared, on the whole, to think that due consent by the sheriff, by the creditor, and by the debtor himself, would be equivalent (so far as regarded such liability) to a rule of the court for a change in the place of imprisonment, which may be had on proper cause shown, and acted upon without rendering the sheriff so liable.

It is to be remembered that it is the *discharge by the plaintiff*, not the mere termination of the custody, which exhausts a *ca. sa.*, and makes the execution of another writ on the same judgment illegal. And a discharge obtained by the fraud of the defendant has been decided to be ineffectual for this purpose (see *Baker v. Ridgway*, 9 Moore, 114). In the above case the conduct of the appellant seems to have been such as to have invalidated his discharge on this ground, even though, except for the fraud, his release from prison had been held to be, in its legal effect, so far a satisfaction of the judgment debt as to prevent a re-capture.

TAXATION OF BILL—6 & 7 VICT. C. 73, s. 37.

Cowdell v. Neale, 2 Jur. (N.S.) C.P. 1248.

This was a rule for setting aside an order of Mr. Justice Willes (dated 14th Nov., 1856) for the taxation of the plaintiff's bill of costs. The bill had been delivered to defendant on the 9th May, 1853; and two objections were now raised to the order. The first of these was, that the judge had no jurisdiction to make such order, inasmuch as no part of the business charged for in the bill had been transacted *in any court of law or equity*, as required by 6 & 7 Vict. c. 73, s. 37. And, in support of this objection, it was urged that the only items in the bill which could come under that class of business, were certain charges made in conducting for the defendant certain proceedings before, or rendered necessary by, the decision of a country magistrate sitting alone, in reference to the defendant being bound over to keep the peace; and that such a magistrate so sitting, and not made by any act of Parliament equal to justices sitting in petty sessions, does not constitute a court within the meaning of the above section in the 6 & 7 Vict. c. 73. As to this objection, the court gave no opinion. The second objection, however, was, that more than twelve months after the delivery of the bill had expired before the application for taxation was made, and that no "special circumstances," within the meaning of the proviso in the same 37th section, were before the judge at the time when he made the order. And this objection the court held to be fatal, and made the rule to set aside the order absolute.

Professional Intelligence.

EXAMINERS OF ARTICLED CLERKS FOR 1857.

By a rule of the Courts of Queen's Bench, Common Pleas, and Exchequer, of this term, the several masters for the time being of those courts respectively, together with the following attorneys-at-law (selected from the Council of the Incorporated Law Society), are appointed examiners for the present year, to examine all such persons as shall desire to be admitted attorneys of all or either of the said courts:—Edward Savage Bailey, Keith Barnes, John Henry Bolton, William Loxham Farrer, Bartle John Laurie Frere, John Swarbrick Gregory, Germain Lavie, Joseph Maynard, William Murray, William Henry Palmer, Edward Rowland Pickering, Charles Ranken, John James Joseph Sudlow, Edward Archer Wilde, William Williams, and John Young. Any five of the examiners (one of them being one of the masters) are competent to conduct the examination in pursuance of and subject to the provisions of the rule of all the courts made in Hilary Term, 1853.

By an order of the Master of the Rolls, dated 12th January, 1857, his Honour has appointed the following solicitors (also selected from the Council of the Incorporated Law Society) to be examiners of persons, not having been previously admitted attorneys, who apply to be admitted solicitors of the Court of Chancery, touching their fitness and capacity to act as solicitors:—Edward Savage Bailey, Keith Barnes, John Henry Bolton, William Loxham Farrer, John Swarbrick Gregory, Germain Lavie, Joseph Maynard, Edward Rowland Pickering, Charles Ranken, Edward Archer Wilde, William Williams, and John Young. And the Master of the Rolls directs the examiners to conduct the examination in the manner and to the extent pointed out by the rule of 13th January, 1844, and the regulations in reference thereto.

Prior to the abolition of the office of sworn clerks in the Court of Chancery, the senior clerks in court were associated with the twelve solicitors; but, subsequently, the duty has been entrusted to the solicitors without any other officers of the court. Under the directions of the Master of the Rolls, questions in equity and the practice of the courts are propounded at the same time as the common-law examination. This arrangement saves the candidates the expense and trouble of separate exa-

minations. The 6 & 7 Viet. c. 73, s. 18, expressly authorises the Master of the Rolls, jointly with the judges, to appoint examiners; the appointments are made separately; but by the convenient arrangement referred to, the examination is jointly conducted.

LECTURES AT THE INNS OF COURT.

The following are the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court, and for the attendance of the private classes during the present educational term:—

The Reader on Constitutional Law and Legal History, at Lincoln's-inn-hall.—Public Lectures, Wednesdays, 2 p.m. First Lecture, 21st of January. Private Lectures, Tuesdays, Thursdays, and Saturdays, 9½ to 11½ a.m. First class meets on the 22nd of January. Classes meet in the Benchers' reading-room.

The Reader on Equity, at Lincoln's-inn-hall.—Public Lectures, Thursdays, 2 p.m. First Lecture, 22nd of January. Private Lectures, Mondays, Wednesdays, and Fridays, 3½ and 4½ p.m. First class meets on the 23rd of January. Classes meet in the Benchers' reading-room.

The Reader on the Law of Real Property, &c., at Gray's-inn-hall.—Public Lectures, Fridays, 2 p.m. First Lecture, January 16. Private Lectures, Mondays, Wednesdays, and Fridays, at a quarter to 12 a.m. to a quarter to 2 p.m. First class meets on the 19th of January. Classes meet in the North Library.

The Reader on Jurisprudence and Civil Law, at the Middle Temple-hall.—Public Lectures, Tuesdays, 2 p.m. First Lecture, January 20. Private Lectures, Tuesdays, Thursdays, and Saturdays, at a quarter to 4 p.m. First class meets on the 22nd of January. Classes meet at No. 4, Garden-court, Temple.

The Reader on Common Law, at the Inner Temple-hall.—Public Lectures, Mondays, 2 p.m. First Lecture, January 19. Private Lectures, Tuesdays, Thursdays, and Saturdays, at a quarter to 12 a.m. to a quarter to 2 p.m. First class meets on the 20th January. Classes meet at the Inner Temple-hall.

DEATH OF MR. PELHAM, SOLICITOR.

On Saturday morning last, at 6 o'clock, Mr. Jabez Pelham, solicitor, died at his residence in Arbour-square, Stepney. The deceased gentleman was in his 56th year, and practised at the various police-courts for a period of 27 years. In the early period of his professional career he attended to the common law practice in the courts at Westminster only. His extensive knowledge of maritime law, and his superior talent as an

advocate, caused him to be retained in almost every shipping and mercantile case of importance at the Whitechapel and Bow County Courts, the Thames police-court, and the Mansion-house. He was consulted by the Lords of the Admiralty and their solicitor in 1850, when the Mercantile Marine Act was introduced, and he framed the principal discipline clauses, which were subsequently embodied in the Merchant Shipping Act of 1854. The late Mr. Pelham was also engaged for a period of 25 years in criminal prosecutions, and the defence of prisoners at the Central Criminal Court, the Clerkenwell Sessions, and the assizes. Mr. Pelham conducted the defence of the notorious Noah Pease Foulger, master mariner, who shot Mr. Mellish, the eminent contractor, on the Royal Exchange; and the defence of Oxford, who shot at the Queen. It will be recollected that in both cases a plea of insanity was established. Mr. Pelham was much respected by the profession, and by the judges and magistrates before whom he so frequently appeared.—*Express*.

SUICIDE OF A CORONER.

On Saturday evening last, Mr. Thomas Higgs, coroner for the duchy of Lancaster, and formerly for many years deputy-coroner for Westminster, was found dead in his bed, at No. 7, Crosier-street, Lambeth, having apparently died from taking poison. An indented inquisition paper, such as the jurors sign at inquests, was found hanging to the top of the bedstead on which he died, and it contained the following in the deceased's handwriting:—"20th of August, 1856. I seem dying from cholera, with stoppage in the bowels of long standing. In the event of my being unable to transact business at inquest, please refer the constables to my deputy, W. John Payne, Esq., 2, Tanfield-chambers, Temple. The inquest account is in small boxes in the back room. Taplett's Charity papers in boxes—one in front room, the other in the back room. My friend, I know, would kindly see to my papers. The general and some principal papers are in drawers on the sideboard. Mr. and Mrs. Roberts will attend to my wants in emergency. (Signed), Thos. Higgs, born 7th of February, 1787; appointed deputy-coroner for Westminster in 1818; appointed to the duchy of Lancaster by patent dated 17th March, 1828; second patent, October, 1830."

VACANCY.

The office of Judge of the County Courts of Cornwall, District No. 60, has become vacant by the death of Mr. G. G. Kekewich.

ADMISSION OF ATTORNEYS.

Queen's Bench.

FOR THE LAST DAY OF HILARY TERM, 1857, PURSUANT TO JUDGES' ORDERS.

Clerks' Name and Residence.

Jenkins, George Appleby, 5, Regent-sq., St. Pancras; Wardour-st., Soho; and Penryn.....
Maskelyne, Edmund Story, Bassett Down House, Wiltshire; and Jermyn-street.....
Nevill, William Henry, Fountain Lodge, Lisard.....
North, Frederick, 15, Pelham-place, Brompton; and Liverpool.....
Norton, George, 4, Hatton-garden.....
Peniston, Lewis Frederick, 9, Islington-terrace, Barnsbury-road; and Salisbury, Wilts.....

To whom Articled, Assigned, &c.

E. J. B. Rogers, Penryn.
G. A. Crawley, Whitehall-place.
J. B. Lloyd, Liverpool.
J. North, Liverpool.
John Stubbs, Birmingham.
John Lambert, Salisbury.

RENEWED NOTICES FOR THE LAST DAY OF HILARY TERM, 1857, OF GENTLEMEN WHO GAVE NOTICE OF ADMISSION FOR

MICHAELMAS TERM, 1856, PURSUANT TO THE RULE OF COURT OF HILARY TERM, 1853.

Ashwell, Charles, 12, Harpur-street, Red Lion-square; and Longton.....
Bellott, William Cuthbert, King's-street, Oldham.....
Bockett, John Synonds, Hampstead.....
Boxall, Charles, 30, Amwell-street, Claremont-square.....
Brockman, Henry Julius, 54, Lucas-st., Commercial-rd.-east; Cloudesley-sq.; and Folkestone.....
Brown, Owen Francis, 38, Liverpool-street, Argyle-square; and Compton-street East.....
Earle, Horace, 2, Shaftesbury-crescent, Philico.....
Eaton, George, Kingston-upon-Hull.....
Edwards, Fred, George, 3, Gough-street North, Gray's-inn-road.....
Eglington, John Lloyd, 14, Duke-street, St. James's; Bury-street; and Cheltenham.....
Ellerton, John, 49, Chepstow-place, Bayswater.....
Hill, Alfred Broadhurst, 26, Maddox-street; and Back Hall, in County of Chester.....
Hustler, William Octavius, Halstead.....
Jenkins, Thomas Moses, 1, North-place, Hampstead-road; and Morningson-place.....
Jones, John Langston, 59, Albert-street, Regent's-park; and Alcester.....
King, Charles Bailey, Nursery-terrace, Aston Manor, Birmingham.....
Ledsam, William, 67, Great Russell-st., Bloomsbury; and Chad-hill, Edgbaston, nr. Birmingham.....
Leggett, Francis Charles, 2, Charlwood-place, Warwick-square.....
Liversidge, Henry, Crowle.....
Love, Joseph Need, 11, Bedford-row; and Faringdon.....
Mantle, William, West Bromwich.....

Messrs. Clarke, Longton.
H. W. Littler, Oldham.
D. S. Bockett, Lincoln's-inn-fields.
H. Chase, jun., Reading.
R. T. Brockman, Folkestone.
J. S. Leakey, Lincoln's-inn-fields.
C. Ford, Bloomsbury-square.
E. Sidebottom, Kingston-upon-Hull.
G. Robinson, Wolverhampton; G. Capes, Gray's-inn.
R. Helps, Gloucester.
W. Pringle, King's-road; R. Shum, King's road.
W. Wagstaff, Liverpool, and Great George-street.
O. Hustler, Halstead; W. H. Sams, Clare.
J. Blakeney, Bedford-row; F. W. Dolman, Jermyn-st.
C. Jones, Alcester.
T. Slaney, Birmingham.
C. Ingley, Birmingham.
J. E. Buller, Lincoln's-inn-fields.
T. H. Carmoehan, Crowle.
G. F. Crowdy, Faringdon.
J. C. Smith, Wolverhampton; G. H. Hinchcliffe, West Bromwich.
T. Gwynne, Haverfordwest.
T. Parker, the Yr., Lewisham.
A. Goklad, King-street.
T. Redfern, Leek.
J. J. Simpson, Derby.
A. Atkinson, the Yr., Kingston-upon-Hull.
Messrs. Crick, Maldon; F. T. Veley, Chelmsford.

Mortimer, John, 57, Stanhope-street, Hampstead-road; and Haverfordwest.....
Parker, Thomas Watson, 10 York-terrace, Queen's-road, Peckham.....
Pulling, John Lenton, 4, Kew-street, New Cross.....
Redfern, John, 9, Grays-in-square; and Leek.....
Simpson, Henry Hythe, 46, Great Ormond-street, Queen's-square; Derby.....
Skeet, Robert, Kingston-upon-Hull.....
Statt, Richard, Chelmsford.....

Sagden, John, the Yr., 36, College-pl., Camden-town; Arlington-st.; and Knedlington, near Howden.....
 Thompson, George, 1, Grave-ter., East India-rd.; Clarence-st.; and Grove House, near York...
 Thompson, John Robert, 23, Bayham-terrace, Camden-town.....
 Waddy, Henry Temple, 52, Albemarle-street.....
 Watson, John Walter, 8, New-inn; and Wisbeach Saint Peter.....
 Wilson, Henry Porter, Manchester and Alford.....

Winch, Edward, 7, Howard-street, Strand; Salisbury-street; and Rochester.....
 Woodcock, William Plant, Oak Villa, Bury.....

G. England, Howden.
 L. Thompson, Grove House, near York.
 W. E. Brockett, Newcastle-upon-Tyne.
 Keith Barnes, Spring-gardens.
 T. S. Watson, Wisbeach.
 A. Partington, Alford; A. P. Groom, Henrietta-st.;
 P. H. Lawrence, Lincoln's-inn-fields; C. Heywood,
 Manchester.
 J. Lewis, Rochester.
 W. P. Woodcock, Bury.

RE-ADMISSIONS ON THE LAST DAY OF HILARY TERM, 1857.

Barker, Edward James, Springfield, Putney..... J. Monckton, Maidstone.
 Vaughan, Philip, of St. Leonard's-terrace, Chelsea; Wellington-square; Brecon, and Lampeter.

RENEWAL OF CERTIFICATES, 2ND DAY OF FEBRUARY, 1857.

Allen, Mundeford, of 27, Gloucester-terrace, St. George's-road, Pimlico, and Great Queen-street.
 Bathurst, Henry, of 5, Portsea-place, Connaught-square.
 Beaton, Charles, of Walsall.
 Beetholme, George Law, of 1, Millman-st., Bedford-row, Great James-st.
 Bell, Edward Samuel, of Stockwell-green.
 Benison, John, of Sandstone-road, Green-lane, West Derby.
 Boucher, Anthony, of 83, Upper Thames-street.
 Butler, Francis George, of Eaton Socon.
 Chester, Thomas Brett, of 24, The Grove, Hammersmith.
 Dashwood, William Halsey, of 1, Williams-terrace, Blue Anchor-road, Bermondsey.
 Dodson, George Peter, of 55, Poland-street, Oxford-street.
 Drabwell, John, of Bawtry and Hadleigh.
 Gardiner, Charles, of 37, Upper Albany-st., and Frankfort-on-the-Maine.
 Giles, George, of 10, Gray's-inn-square, and St. Martin's-lane.
 Greece, Clair James, of Chelmsford.
 Harwood, Joseph, of Bute Cottage, Turnham-green, and Westcroft-place.
 Hitchings, Richard Neville, of York-chambers, Adelphi; Wargrave, and Ilfracombe.
 Hooper, William Henry, of 14, Featherstone-buildings, Holborn; and Bridport.
 Humphreys, William Joseph, of Abergele.
 Jones, John Morgan Edwards, of 112, Lansdowne-place, Brighton.
 Kitchener, William Orbell, of Newmarket.

Marsh, John, of Carne.
 Maxwell, John, of Okehampton; Plymouth; and Montreal, Lower Canada.
 Morris, John Edwin, of Newport.
 Mundy, John Forth, of Beverley; Darlington, and Clifton.
 Noble, Christ. James, Richmond-terrace, Richmond-road, Paddington.
 Price, Henry Read, of Bristol.
 Pulman, William Thrush, of 7, Colwell-terrace, South Lambeth, and Mitre-court.
 Rees, John Charles, of the London Bridge Terminus of the South-Eastern Railway.
 Remington, Reginald, of 6, Phoebe Ann-street, Mill-road, Liverpool.
 Reynolds, Francis Samuel, of Liverpool, and Rock Ferry.
 Rouse, James Alexander, of Saltash.
 Salmon, Thomas William, of Ipswich.
 Seagrims, Charles, of Diana Cottage, Southsea; Laurie-terrace; Davidge-terrace, and Devonshire-terrace.
 Senior, Frederick Bernard, of Richmond.
 Senior, John, of 51, Wharton-street, Lloyd-square.
 Slade, George Penkivil, of Yeovil.
 Stott, James, of Woodlesford, near Leeds.
 Thelwall, Bevis Haywood, of Wrexham.
 Tucker, William, of 1, Lower Kennington-lane, Lambeth, & Lisson-grove.
 Warburton, Peter, of Hereford.
 Whiting, Thomas Brown, the younger, of Soham.
 Wylie, John Eaton McLeod, of 2, Fir-grove-place, Brixton.

Correspondence.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—COUNTY COURTS.—As these courts are now become of great importance, and as many points of practice must arise and be determined in them under the recent Act and New Rules made in pursuance thereof, you would do a great service to the profession by devoting a corner of your Journal to the report of "Important County Court Cases," which I have no doubt the attorneys who practise in those courts will gladly supply you with for the benefit of their brother practitioners.

I am, Sir,

Yours truly,

South Molton, Jan. 13, 1856.

J. T. SHAPLAND.

[We quite agree with our correspondent as to the value of such reports as he suggests, and we shall thankfully receive communications from attorneys practising in the County Courts.—ED. S. J. & R.]

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—If we are really to have a public registry of the transfer of real property, to render it of the utmost utility to the owners of such property and their creditors, there ought to be a branch office in every town and considerable village in the kingdom; and, to render it of any essential service, there ought at least to be a branch office in every county court district. For, in the name of common sense, what else but confusion, increased fraud, and litigation, may be expected by the establishment of a sole registry in London, except, indeed, to carry out that system of centralisation too often the parent of tyranny, and the bane of healthy free action, which seems now being set on foot in this country, and is so lamentably deprecated in the sister empire of France.

A registry of real estates is no modern expedient in our island. Dion Cassius tells us "that, whilst the Emperor Nero was engaged in his follies (nearly 1,800 years ago), there fell out an unexpected misfortune in Great Britain. Two cities were taken there, 8,000 men, Romans and confederates, were cut in pieces, and the whole island revolted from the empire. The registering of estates (says he) of the most considerable inhabitants, from which the Emperor Claudius had formerly exempted them, and which Decian, who had been sent into the island in the quality of Imperial Advocate, was for reviving, was that which served as a pretence and occasion to take up arms," &c.

In travelling through France, if you ask a French gentleman in what principally consist the advantages of this country over his own, he will answer, or would have done so a few years ago, that England was really a country the benefit of whose institutions were alike incident to or attainable by all its inhabitants, but that Paris *alone* was France, and that the rest of the country was little better than in a species of slavery to it.

Englishmen like to be the absolute guardians of their private property, whether personal or real, and to keep the actual possession of the one, and their title deeds, as evidence of the legal possession of the other, at their own homes. If, therefore, they continue wise, they will not let the title to their real estates depend upon whether it be on a registry or not, but mainly upon the custody of such deeds.

Who ever hears of frauds being perpetrated out of the registry counties of Middlesex or York in regard to real estates, unless in cases of great negligence? Ordinary care is a sufficient protection; and it is commonly understood that more frauds occur in the registry counties in proportion than in any others.

A general registry may do well enough in a small or (if spacious) thinly populated country, where the transfer and subdivision of real property is not frequent; but even there the possession of a person's title-deeds, exempt from the uncertainty of searches, is preferable; and in a large commercial country, such as England, the adoption of a general registry, I conceive, is far from prudent, if intended merely, or chiefly, for the security of the owners of real property.

I saw an article in the London *Times* newspaper a few days ago, pointing to the Irish Encumbered Estates Court as somewhat of a precedent in the present mania for a general registry, as if we had already forgotten the Sadlier frauds. *Quos vult Deus perdere prius dementat.*

I am, Sir, yours, &c.,

A PROVINCIAL.

6th January, 1857.

[Our correspondent quotes from Dion Cassius "done from the Greek by Mr. Manning" in 1704. We apprehend that this translator has entirely mistaken his author's meaning—*δήμεναι τῶν χρημάτων* does not mean "registering of estates," but "confiscation of property." The following is, we believe, a correct version:—"Now, the cause of the war was the confiscation of the properties which Claudius had granted to the chief men, and which properties Decianus Catus, the precursor of the island, alleged ought to be resumed." The quotation, therefore, has no bearing upon the subject of the letter.—ED. S. J. & R.]

Lectures at the Incorporated Law Society.

ON THE STATUTES OF LIMITATION.

On Monday, the 12th instant, Mr. Malcolm Kerr resumed his course of lectures on common law. After referring to his previous lectures, which treated of the changes introduced into the law by the Mercantile Law Amendment Act, sections 3, 4, & 5, relating to *guarantees and indemnities*, the lecturer proceeded to notice the 6th and 7th sections, which require every acceptance of any inland or foreign bill, &c., to be in writing, and provide that all bills drawn or made in any part of the United Kingdom or the adjacent islands should be deemed *inland bills*, except as to stamps. The lecturer cited and commented on the cases of *Mahoney v. Aslin*, 2 B. & Ad. 478, and *Mendizabal v. Machado*, 6 C. & P. 218.

The lecturer then proposed to direct attention to the statutes of limitation in every-day use, and to explain the alterations effected by the Mercantile Law Amendment Act (ss. 9—14). The measures passed in the Parliament of 3 & 4 W. 4, caused a revolution in the whole law of real property. The previous session, the 2 & 3 W. 4, had produced the Prescription Acts.

The acts of 3 & 4 W. 4 were—the statute of limitations, as to actions for the recovery of real property, c. 27, and as to actions for the recovery of debts secured by specialties, c. 42; the Fines and Recoveries Act, c. 74; the act making freeholds liable to the debts of the owner, c. 104; the new law of dower, c. 105; and the new law of descents and inheritance, c. 106.

The statutes of the 2 & 3 W. 4, c. 71, and the 3 & 4 W. 4, cc. 27, 42, were those prescribing a limitation—the two former as to proceedings for the recovery of real property, the last as to actions for monies secured by specialties, and to which the provisions of the Mercantile Law Amendment Act applied. These, in short, were—the twenty years' limitation, within which actions might be brought on *specialties*; the six years' limitation of *simple contract* debts; the four years' limitation of actions for *trespasses to the person*; and the two years' limitation of actions for *verbal slander*.

Besides these limitations, and to which the new statute bore no reference, there were—the sixty years' *long limitation* barring the right of the Crown, and all the *short* limitations of twelve, six, and three *months*, within which actions must be brought against justices of the peace and parish constables, judges and officers of the county courts, surveyors of highways, inspectors of nuisances, and other persons having to perform public duties.

The lecturer proposed to consider—

1st. The statutes of limitations as to proceedings for the recovery of real property;

2nd. As to actions on specialties;

3rd. As to actions on simple contract; and,

4th. As to actions for trespasses and words.

Mr. Kerr, before enumerating the statutes relating to the recovery of real property, referred to the two chapters in the third volume of Sir Wm. Blackstone's *Commentaries* describing the various remedies which the law gave for the recovery of corporeal and incorporeal hereditaments. He observed, that the right to real property the former law held to consist of—1. Possession, or absolute seisin of the land; 2. The right to possession; and 3. The right of property to which possession could afterwards be joined. There were various modes of proceedings to obtain possession:—1st. Entry to recover possession; 2nd. Writ of entry to prove the right of possession, or writ of assize; and, 3rd. The writ of right.

The lecturer then alluded to the action of ejectment, and to the fiction of a lease for a year being granted by the freeholder to John Doe, and said that in only two cases was the action impossible—namely, that of an *advowson*, where no entry could be made thereon as an incorporeal hereditament, and that of a widow claiming her dower, she being unable to grant a lease until a third part of her husband's lands had been set out by metes and bounds.

When the 3 & 4 W. 4, c. 27, s. 36, abolished all the real and mixed actions with the exception of three, the action of ejectment had long been the only mode of trying title, and title came practically to depend on *possession* merely. If the defendant in ejectment could show that John Doe's lessor had been dispossessed for twenty years, John Doe could not recover. This was now the statutory period of limitation enacted by the 3 & 4 W. 4, c. 27, s. 2, and overruled, of course, the old law as to writs of right, for which sixty years was the limitation by the 32 Hen. 8, c. 2. And the writ of dower, as well as the

writ of right of dower (both of which are writs of right), must now be brought within twenty years; while in respect of the other real action, which was preserved, of *quare impedit*, a special period of limitation had been prescribed.

The proceedings for the recovery of real property were at the present time:—1. *Quare Impedit*; 2. Dower and right of dower; 3. Entry; and 4. Ejectment.

1. As to *quare impedit*, the period of limitation was prescribed by the 3 & 4 W. 4, c. 27, ss. 30-33, and the action must be brought within sixty years or three incumbrances; but no action could be brought after the lapse of a century. The provisions of this act were extended to bishops by the 6 & 7 Vic., c. 54 (see Blackst. Com. vol. iv., c. 15).

2. As to the writ of *dower and right of dower*, the second section of the 3 & 4 W. 4, c. 27 applied, and no such action could be brought unless within twenty years. Section 41 prescribed six years in actions for *arrears* of dower.

3. As to the remedy by *entry*, this was in order to the preservation of the seisin of the rightful owner making such entry, and formerly such seisin was required to enable the owner to convey or devise the land. Where the owner could not effect an entry, the law enabled him annually to make claim near the lands to preserve his seisin. This was the doctrine of *continual claim*. Entry, since the 3 & 4 W. 4, c. 27, had become a good legal remedy only, if the legal right was admitted by the person in possession, or, in other words, if followed by *attornment*.

4. As to the *writ of ejectment*, the statute of limitations (3 & 4 W. 4, c. 27) applied equally to the remedies by entry and by ejectment.

Real property or "hereditaments," in contradistinction to "chattels real," were corporeal or incorporeal. On corporeal hereditaments an entry could be made; and, to recover them, an ejectment could be brought. The right to incorporeal hereditaments might be asserted in different ways, according to the nature of the right, and for one species (*advowsons*) the remedy was by *quare impedit*.

Incorporeal hereditaments might be divided into two species—

1. *Rents*, or rent services or charges, in contradistinction to rents reserved on a lease, which were part of, and attached to, the reversionary estate; and 2. *Easements*, which comprised all rights affecting real property which were created by, and existed only in contemplation of, law, and were truly "incorporeal"—such as rights of way, and of common and pasturage, or *profits à prendre*, the right attached to the possession of ancient windows and the like.

For an incorporeal rent, the proper remedy was by *distress*—for easements, by an action against those whose proceedings were injurious to the right of the plaintiff. For the latter there was a special statute of limitations, generally called the Prescription Act; while the former class of incorporeal hereditaments was included in the statute as to land.

1st. As to the statute respecting incorporeal hereditaments, not including *rents*, and the various periods of limitations of which were fixed by the Prescription Act, 2 & 3 W. 4, c. 71. Before this statute, any person asserting a prescriptive right to a *profit à prendre*, such as a right of fishery—or an easement, such as a right of way—must have asserted its enjoyment for six centuries and a-half; that was, for the time of legal memory. The courts first held, that evidence of enjoyment, as far back as the witnesses knew and could speak to, was enough; and, ultimately, that twenty years' uninterrupted enjoyment might be deemed conclusive evidence of the right. But the plaintiff might still be defeated by the defendant's showing that the enjoyment of the right commenced in fact, or *must* have commenced, within legal memory, although that commencement was much more than twenty years before, or that it took place by virtue of a grant or license from the person interested in opposing it, or without his knowledge (*Bright v. Walker*, 1 C. M. & R. 211; 4 Tyrw. 508). The Prescription Act was passed to remedy this mischief. By the first section it was provided that no claim to right of common, or other profit or benefit, should now be defeated after thirty years' uninterrupted enjoyment, by merely showing that it was first enjoyed at some time anterior to the commencement of that period. After sixty years' enjoyment, the right was absolute and indefeasible, unless it appeared that the same was by consent or agreement expressly made for the purpose by deed or writing.

The 2nd section of the Prescription Act provided for right of way or other easements, and rights to watercourses, or the use of water. Twenty years' possession constituted a *prima facie* title in this case, which the statute declared should not be

defeasible, by merely showing its commencement before that time; but the right was still defeasible in any other way. Forty years gave an absolute right, only defeasible, by showing an express agreement by deed or writing as in the former case. A right of way must not be enjoyed by stealth, and must be pleaded to be, and be, as of right (*Holford v. Hankinson*, 5 Q. B. 473; *Winship v. Hudspath*, 10 Exch. 5). If the owner had been asked for his permission to use it, there was no enjoyment as of right (*Bright v. Walker*, 1 C. M. & R. 211). The enjoyment must be continuous (*Onley v. Gardiner*, 4 M. & W. 496); but it might still be defeated at any time within forty years, by the proof of a grant or license, written or parol, for a limited period; or that it was exercised in the absence or ignorance of the parties interested in opposing it (*Beasley v. Clark*, 2 Bing. N. C. 705). After forty years' uninterrupted enjoyment, however, the right was defeasible only by showing an agreement in writing. This was required to be in writing where the agreement was prior to the forty years; for, as in *Beasley v. Clark*, any facts showing that the enjoyment of the easement was not of right within the twenty or forty years, might be proved by parol (*Tickle v. Brown*, 4 Ad. & E. 369).

The 3rd section of the Prescription Act related to the use of light, the enjoyment of which for twenty years without interruption, conferred an absolute and indefeasible title, unless it appeared that the enjoyment was by some consent or agreement for the purpose.

Rights of way, and *profits à prendre*, were positive easements—the right to light was a negative one; the former were rights to do something affecting the property of others; the latter was a right to prevent some other from doing something on their own property, which, *prima facie*, he would be entitled to do. But the latter right was now, by the statute, in precisely the same legal position as the former, and, therefore, was liable to be defeated in the same way—as, for instance, by unity of possession (*Harbridge v. Warwick*, 3 Exch. 332). The enjoyment in this case must also be continuous, and mere payment of rent for the use of the light was held no interruption (*Plasterers' Company v. Pewterers' Company*, 6 Exch. 630).

The 3rd section enacted that twenty years' uninterrupted possession of the light should constitute an absolute right, any local usage or custom to the contrary notwithstanding. Before the statute, the prescriptive right to the enjoyment of ancient windows, when enjoyed for twenty years, did not extend to the City of London, which had a custom to the contrary. Any person might build up an old foundation, and darken his neighbour's windows, if he liked. This was now no longer the case, the words of the section being express (*Salters' Company v. Jay*, 3 Q. B. 109, 2 G. & Dav. 414; *Truscott v. Merchant Tailors' Company*, 4 W. R. 295). The same rule would, of course, apply to any local custom in any other part of the kingdom. In all these cases the enjoyment of the right must have been uninterrupted. The intermission of the exercise of the right in the middle or other part of the period of prescription, was not necessarily an interruption of its exercise. It was for the jury to decide upon the evidence whether there were an "interruption" or not; for the interruption must have been adverse, and not a mere neglect to exercise the right (*Carr v. Foster*, 3 Q. B. 581); and ceasing to exercise the right under an agreement for a limited time was no interruption (*Payne v. Shelden*, 1 Mood. & Rob., 383). Mr. Baron Parke, however, seemed to think that acts of user within a year of action brought, and in all cases a yearly user, ought to be shown (*Lowe v. Carpenter*, 6 Exch., 828). The Prescription Act would therefore seem to apply the maxim on which the annual perambulation of parish boundaries was founded, as the 4th section enacted that no act or other matter should be deemed an interruption of the period of prescription, unless acquiesced in for a year. Consequently, no interruption had any effect in defeating the right, or rather of necessitating the commencement of a fresh period of prescription, unless acquiesced in for that period (*Flight v. Thomas*, 11 Ad. & E., 688; 3 Per. & D., 442—affirmed on appeal in *Dom. Proc.* 8 Cl. & Fin., 231).

The learned lecturer then briefly noticed the difficulties of pleading these acts of interruption, and added, that the periods of prescription did not run during the time the person interested in resisting the claim was an infant, an idiot, or *non compos mentis*, a *feme covert*, or a tenant for life, or during which any action was pending—referring to the 7th section of the statute, and the case of *Clayton v. Corby*, 2 Q. B., 813; 2 G. & Dav., 174.

Law Amendment Society.

FOURTEENTH SESSION—FIFTH GENERAL MEETING.

JANUARY 12th, 1857.

LORD STANLEY, M.P., took the chair at eight o'clock.

The following new members were balloted for and elected:—W. Howard, Esq.; J. D. Allcroft, Esq.; G. S. Glennie, Esq.; C. G. Wade, Esq.; R. R. R. Moore, Esq.; W. H. Willis, Esq.; W. H. Trinder, Esq.; S. Teulon, Esq.; Adolphe Back, Esq. Mr. HASTINGS read the following letter from Lord Brougham:

"Brougham, January 8, 1857.

"My dear Hastings,—It appears to me very important that the attention of the society should be directed specially to the complaints, not by any means groundless, which have lately been made of some things connected with the administration of the criminal law. Of the change required in the law itself, I have more than once made mention; but I now refer to certain matters in the administration of it. I shall at present only mention one of them, but it is really of great importance generally and permanently, although at this time, from accidental circumstances, it possesses peculiar claims to our attention. Surely some arrangement ought to be made for giving the Home Department more regular and effectual assistance in the exercise of that most important and difficult and most delicate office of remitting or commuting punishments ordered by the sentences of courts. It is not interfering with the high prerogative of mercy to regulate the manner in which it shall be exercised. The prerogative would remain, whatever checks we might impose upon the advice to be tendered. Nay, the very department to which assessors might be appointed would be at full liberty to disregard their recommendation, as the sheriff is in the writs of inquiry executed by him with his assessor. But there is a case more closely resembling the one in question, where the royal prerogative in criminal, as well as in civil cases, is in substance touched though not in form. The Judicial Committee of the Privy Council hears and determines those cases; and though its recommendations do not bind the Crown, and may be wholly disregarded, yet I question if any instance can be found, even before that tribunal was established (certainly there has been none since), of any other judgment being given by the Crown than according to the report of the committee. But I am sure I never dreamt that when we were forming the court, with powers far more extensive than the former possessed, there was any encroachment made upon the prerogative. It well deserves to be considered by one of our committees in what way this help should be provided for the department. Several plans have suggested themselves; but it is manifest that here, as in so many other branches of our inquiries touching the amendment of the law, the want of a minister of justice will be sure to meet us at each step, and that the creation of such an office would probably supply the defect complained of. There have been some cases lately in our criminal courts deserving of serious attention, on account of the erroneous views taken by juries, and not perhaps sufficiently checked by the bench. But without more full and accurate information than I have been able to obtain as to the facts, I do not even wish to state my doubts and difficulties.—Believe me, sincerely yours,

"H. BROUGHAM."

Mr. HASTINGS then read a report from the Criminal Law Committee, on Mr. F. Hill's paper "On the Means of Freeing the Country from Dangerous Criminals." The report stated, that, in the opinion of the committee, the number of habitual criminals was small, and capable of being kept in check by proper arrangements, so as to make crimes of violence matters of rare occurrence. The Committee thought, that a temporary cause of the late increase of crime was to be found in the late disbandment of the militia, but that a more permanent cause was the worse than useless system of short imprisonments, by which the class of habitual criminals are constantly passing through our gaols. They recommended, as remedies for this defect, that for the present terms of penal servitude should be substituted periods of confinement equal to those of transportation formerly; and that courts of justice should be empowered to inflict, if they thought fit, one of such terms for the offence of simple larceny, although no previous conviction might have been proved. They disapproved of Mr. Hill's plan for calling upon any persons to prove that they were obtaining an honest livelihood. They also dissented from Mr. Hill's opinion, that the procedure and rules of evidence in criminal cases were productive of frequent failures in justice. On the subject of transportation, the committee were decidedly opposed to a new

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penal settlement, considering that there were no advantages to be secured by such an establishment which might not be better attained at home. The committee recommended that every encouragement should be given to reclaimed criminals to emigrate to such colonies as would be willing to receive them; in finding which, under proper regulations, they believed no great difficulty would be experienced. The ticket-of-leave system, they thought, had not had a fair trial. The committee concluded by submitting the following resolutions, in place of those proposed by Mr. F. Hill:—

"1. That the 4th section of the 16th & 17th Vict. c. 99, ought to be repealed, and that terms of imprisonment equal to the former terms of transportation should be adopted in place of the periods of penal servitude laid down by that section.

"2. That courts of justice ought to be empowered to inflict, at their discretion, one of such terms of imprisonment on any offender convicted of simple larceny, without any proof of previous conviction of felony.

"3. That it is not expedient to establish a new penal colony; or to renew the former system of transportation; but that it is highly desirable to encourage the emigration of reformed criminals, after they have passed through a proper period of punishment and probation in this country, to such colonies as may be willing to receive them."

Mr. HASTINGS then moved that the report now read and the resolutions be adopted.

Lord STANLEY said the debate had, practically, turned on the subject of transportation. That subject divided itself into two distinct questions: first, What they were to do with criminals while they were under punishment? secondly, What they were to do with them after their term of punishment had expired? As regarded the first of those questions, he believed there was a very general agreement amongst all who had we'd considered the matter, that, while a criminal was actually undergoing his sentence, it was in all respects more advantageous to detain him here than to send him abroad. Under the former arrangement there was no possibility of the criminal mixing with the home population, because he was kept secluded; there were plenty of public works upon which he might be employed; they saved the expense of his passage; they had a more effective superintendence than could be obtained on the other side of the world; and, there was a consideration that ought not to be entirely neglected, which was a better climate here than in most places abroad where public works could be usefully executed. The real difficulty was met with when they came to consider the other question—What they were to do with those whose strictly penal term had expired? It seemed to him that there were only three courses which could possibly be adopted. The first was, to send the criminals to colonies which were already occupied; the second, to found new colonies expressly for the purpose of receiving them; the third, to keep them in this country, with tickets of leave, or without them. As to the proposition to send them to colonies which were already peopled, that was an expedient of which he altogether despaired. The colonists would not consent to receive criminals, and no sane man would entertain the idea of forcing them to do so. It was often said, that there were particular settlements which would receive a few convicts. The reception of a few would not meet the case; it would, at the utmost, only postpone for two or three years the adoption of the remedy which must be resorted to at last. The alternative lay between founding a new colony for criminals and providing for them at home. As to the former, it was surrounded with difficulties. In the first place, it would be absolutely necessary to exclude free settlers from any new penal colony. A new penal colony must be exclusively penal, otherwise the free settlers would gradually strengthen in influence till they became the majority, and prevented any further importation of criminals. Even, however, if free settlers were excluded, a similar result would ultimately arise. The convicts who were sent out would have children—for, of course, women would be sent; and in thirty years there would be a new generation, consisting of persons who, being themselves innocent, would object to the importation of criminals as strongly as settlers who had gone out from England. Besides, there was the practical question, where were they to find such a place of transportation as would be required? As to selecting a small South Sea island, that was out of the question. A large area would be required, for a very considerable number would have to be sent; and one, if not the principal object of sending out criminals would be to put them in a place where there would be almost unlimited space for all. Three situations had been named—one, the northern part of Australia; another, Vancouver's Island; the third, Hudson's Bay. Now, to every one of these locations there was some grave objection: as to North Australia, there was, in the first place, the certainty, that, whatever the distance might be, the criminals who were confined there would, when allowed a certain degree of liberty, find their way sooner or later to the

other Australian settlements. In the next place, it must be recollected that the whole of Northern Australia was between the tropics, and that the settlement of Port Essington, which was founded there, was given up because the climate was found to be unhealthy. In fact, all experience showed that in low-lying lands thus situated the European race degenerated, and its labour was unprofitable. With regard to Vancouver's Island, he thought the neighbourhood of the Californian diggings, and the feelings of the inhabitants of the United States, were conclusive objections to its being selected. The same objections did not, indeed, apply to Hudson's Bay; but then he believed it would be found that a subsistence was only to be obtained there by hunting, the climate offering insuperable objections to the keeping of stock and the cultivation of land. These considerations, as it seemed to him, disposed of all the localities which had been mentioned as available. In this state of things, the only alternative left to them was to try and make the best of detention at home. On this subject he would remark, in the first place, that he did not think the ticket-of-leave system had yet had a fair trial, much less was responsible for the whole of the outrageous crimes which had been recently perpetrated. A large number of men had been discharged from the militia; regiments of the line which had returned home, on being reduced, had naturally got rid of some of their worst characters; and, owing to these two causes, there was no doubt a larger criminal population than there would have been under other circumstances. But, in the next place, he did not think the principle on which the ticket-of-leave system was framed had been fairly carried out. As he understood that system, it was implied that the residence and occupation of every man having a ticket of leave should be known, so that if there were merely a strong suspicion that any such person was getting his living dishonestly, he should on that ground alone be called to account. The principle of the ticket-of-leave system should be applied with much greater strictness than it had been. Now, he would just point out one or two means by which he thought the existing evil might be alleviated. It struck him, as a great misfortune, that in their prison discipline there was no provision for an intermediate state between actual seclusion in prison and absolute freedom of life out of doors. The man who left prison was bewildered by the new state of things in which he found himself. Moreover, the men who were the best behaved in prison were often the worst behaved out of prison—and for this reason, that they were the men who were most susceptible to any influences, whether good or bad, which were brought to bear upon them. The man who was docile when subject to good influences was equally docile perhaps when placed in contact with his old companions. He thought, therefore, that one evil which required to be corrected was the sudden transition from a state of absolute prison seclusion to a state of absolute freedom. He was also of opinion, that more consideration ought to be given to the recommendation of Captain Maconochie, that the length of a man's imprisonment should be made to depend to a certain extent on his own labours. Another question arose—namely, whether, taking into consideration the state of employment in this country, and the extreme difficulty of sending criminals abroad, it would not be practicable to provide continued employment for those who were willing to accept it on public works, or otherwise, after their discharge from gaol. It was, he thought, a reproach to the state of the law that a ticket-of-leave man should be compelled to come before a police-magistrate, as had been the case recently, and say—"What am I to do? No one will give me employment." He would conclude by saying that, though they did not pretend to see their way out of all these difficulties, they should at least warn the public against trying vain and fancied remedies. It was better to know that the problem remained unsolved, than to put trust in some imaginary solution, which was sure to break down at last.

It was moved, as an amendment, that the report be received and printed, and this motion was ultimately carried by a small majority.

THE MERCANTILE LAW CONFERENCE.

The arrangements for the Mercantile Law Conference, on the 27th of this month and two following days, are proceeding in the most satisfactory way. The following towns have intimated their intention to send delegates, either from their Chamber of Commerce or from some similar body:—

Bath	Leeds
Belfast	Liverpool
Birmingham	Manchester Chamber of
Bradford	Commerce

Bristol
Dublin
Glasgow
Huddersfield
Hull

Manchester Commercial
Association
Newcastle
Plymouth
Worcester.

These fifteen towns will fairly represent the mercantile and manufacturing interests of the United Kingdom. A considerable number of members of both Houses of Parliament are also expected to be present.

The Lord Mayor's name has been added to the list of Vice-Presidents.

The committee are anxious that each subject should, when possible, be opened by a short paper, stating the evils to be met, and the remedies suggested. They have already received notice of six papers:—

- One on Tribunals of Commerce, by the Liverpool Chamber of Commerce.
- Two on Bankruptcy Law, by the Leeds Chamber of Commerce and Mr. Commissioner Ayrton.
- One on Registration of Partnerships, by the Manchester Commercial Association.
- One on the 17th section of the Statute of Frauds, by Mr. Robert Slater, a member of the Royal Commission for the Assimilation of the Commercial Laws of the United Kingdom.
- One on a Commercial Code, by Professor Levi, of King's College.

Juridical Society.

At a meeting of this society, on Monday evening last—the Hon. Baron Bramwell in the chair—Mr. W. T. S. Daniel, Q.C., read a paper on “Advocacy, as connected with the Administration of Justice.”

The learned reader having touched upon the great importance of the subject in all civilised societies, glanced at the recorded opinions of Dean Swift, Mr. Macaulay, Paley, Dr. Johnson, Montagu, and others, both as to the system of advocacy in the abstract, and as to the manner in which its profession was pursued in this country. These opinions, as might be expected, were very various. There were, however, two erroneous dogmas, of an entirely different character, in reference to the relation of advocacy to the administration of justice, which had prevailed very much among ethical philosophers and writers on casuistry. The first of these dogmas insists upon a standard of morality which would so identify the advocate with the client as to make the advocate morally responsible for the justness of his client's case. This opinion is founded upon the views of those who regard the principles of morality as binding the advocate's conscience, without reference to the limits or provisions of positive law, and as extending to duties of imperfect obligation not provided for by positive enactment. Those who maintain this theory are very much given to insist upon the propositions that no man can claim a right to do, or be a party to doing, what is wrong; that it is equally unjustifiable to withhold a right as to inflict an injury—to make a false charge, as to deny guilt; that, as in every case of a right demanded and resisted, there must be guilt charged and denied—either the charge or the denial must be indefensible; and that, therefore, to have an advocate in every case is only to insure the multiplication of wrong-doers. Upon examination of the arguments of those, however, who maintain this view—among whom might be mentioned Hooker, Baxter, Bishop Sanderson, Thos. Aquinas, and Sir Matthew Hale—they will be generally found to apply rather to the manner in which the duty of advocacy ought to be discharged, than to prescribe what its functions truly are. Many of these writers, moreover, have indulged in the common fallacy, that there is a complete identity between the advocate and his client. Thus Molena, in his treatise *De Justitiâ*, lays it down expressly that an advocate, when asked to plead for an heir-at-law against devisees under a will not formally executed, is bound in conscience to ask his client whether he believes it was the intention of the testator that the will should take effect; and that, if the heir should say that he thought the testator so intended, or if, from circumstances, the advocate were morally convinced that the testator had such an intention, his duty was not to undertake the case, as being against conscience. Jonathan Dymond and Mr. Hoffman, both American writers of note, insist upon this view. In short, according to them, even in matters not conflicting with Divine law, there is a morality binding on the advocate's conscience, paramount to the provisions of positive law. Suppose this proposition be tested by Molena's case of the heir-at-law. The power of the ancestor to devise is a creature of positive law, and not a natural right. The law which confers this power imposes no obligation upon the testator's conscience; and if he dies without exercising the power,

the law provides for the descent of his estate. If the dispositions which the law would make in any given case of intestacy left moral claims unsatisfied, that may impose upon the ancestor the duty of avoiding such consequences by making other dispositions. But if he omit to do so, does his sin of omission fix itself in descent upon the conscience of the heir? and is the advocate first to satisfy himself as to the justice or injustice in each case of testacy or intestacy? How is he to decide whether he was, in any particular case, bound to assist only those who were active in asserting rights, resting upon an imperfect compliance with positive law, or those who had passively relied upon their substantive rights? Pleas of infancy, of the statutes of limitation, and similar defences, were frequently referred to as instances in which the advocate sacrificed his conscience; as, perhaps, they might sometimes fairly be, if he were a judge in a case of morals, instead of an advocate of a party sued by a person claiming a legal right.

The other dogma was of a totally different character. It proceeds on this notion, that it is not only the right but the duty of the advocate to maintain his client's case at all hazards, and without any reference to its merits—in a word, to personate his client. This was the ground of Bishop Warburton's great admiration of Cicero as an advocate. By Mr. Montagu the functions of an advocate are compared to those of an actor upon the stage. The strongest statement of this theory of absolute identification was that of Lord Brougham in his speech on Queen Caroline's trial. Mr. Daniel then combated these views and proceeded to say, that, whatever opinions might be entertained as to the practice of advocacy, or its effects upon its professors, no one could deny that the system was essential to the administration of justice—1, because of the suitor's inability, in general, to manage his own case, either in the statement of the facts or the application of the law; 2, because of his possible inability to cope with his opponent; 3, the power and influence of the judge, and his unintentional errors, demand protection for the suitor. The advocate meets these wants. But he is not the mere agent or instrument of the client. Though his main duty is to protect his client's interest against his opponent, and, if necessary, against the judge, it is also his duty to protect the judge from the vexation and burden of adjudicating upon unfounded claims and improper contention, which the suitor, acting without advice, and prompted by his own selfishness or ignorance, might raise. The proper aim of advocacy is to assist in the administration of the laws, and not to concern itself with obligations or duties, the enforcement of which is beyond the cognisance of those laws. As a judge is not permitted to set up his own judgment in opposition to positive law, or to affect, on the score of conscience or otherwise, to be better or wiser than the law, however harsh he may feel it to be in any particular case, so the advocate has no right to set up his own conscience as the standard of his client's legal rights. In no sense can he be regarded as the arbiter of his client's interests. He has not the right, and therefore it is not incumbent upon him, in conscience, to abandon rights conferred upon his client by positive law. What the client is entitled by law to assert, the advocate is authorised to assist him in asserting. The moral responsibility of the result is not with him. An unfounded demand may succeed; a just demand may fail; but he has only to regard the proper discharge of his duty to his client and the judge. Nor is he at liberty to reject a case because it is regarded with odium by the public, nor to exercise any choice in the selection of suitors. If the contrary were permitted, the course of justice would be interrupted by prejudice against rejected suitors, in proportion to the respectability of the advocate who had rejected them; and, as had been well observed, the character of the counsel would be evidence in the case. This was strongly put by Lord Erskine, in his defence of Thomas Paine; and the great injustice which would result was there forcibly exhibited. It is no part of the advocate's duty to inquire into the *bona fides* of a case which he is required to undertake. The division of professional labour which at present obtains in this country interposes another person between him and the client; so that, in fact, the advocate has rarely any communication with the latter; but if it were otherwise, and he were bound to inquire into his client's case before undertaking it, it would follow that, the result of his inquiry being unfavourable, he must decline it; and thus he would assume the functions of a judge, without having the judge's opportunity of arriving at a proper decision. Sir Matthew Hale was once in the habit of thus examining cases to satisfy his own conscience before he undertook them, but he saw the propriety and the justice of relinquishing, or at all events very much relaxing, the rule. How far the advocate's obligation in this respect would be varied, if the duties of advocate and attorney were blended,

might be a question. Both in France and America, it seemed to be recognised as the duty of the advocate to sift the client's conscience and his case before undertaking to act for him—a practice which might be owing, perhaps, to the want of that division of labour which prevailed here. Mr. Daniel referred to the work of M. Camus, *Lettres sur la profession d'Avocat*, and to Hoffman's *Elements*, to show what the practice was in France and America, and concluded by insisting upon the importance of a special education to fit advocates for the proper discharge of their duties.

It was announced that, since the last meeting of the society, Mr. Baron Martin, Mr. Justice Crompton, Mr. Baron Watson, Mr. Thomas Phinn, Mr. R. P. Collier, Q.C., M.P., and Mr. Honyman, had been elected members of the society.

New County Court Rules.

SCHEDULE OF FORMS.

(Continued from p. 39.)

37. Warrant of Execution against the Goods of a Juror for a Fine.

No. of Warrant—

In the County Court of — holden at —.

(Seal.)

Whereas — was duly summoned to appear and serve as a juror at a Court holden on the — day of — upon the trial of any cause or causes to be then and there tried by jury: and whereas he neglected, without sufficient cause shown, then to appear and serve as a juror at such Court, it was thereupon ordered by the Court that he should forthwith [or on the day of —] pay to this registrar of this Court a fine of £ — for such neglect: and whereas the said sum has not been paid according to the said order, and the judge of this court has ordered it to be levied as hereinafter mentioned; these are therefore to require and order you forthwith to make and levy, by distress and sale of the goods and chattels of the said — wheresoever they may be found within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds) the sum stated at the foot of this warrant, being the amount of such fine, and the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money, belonging to him, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of — 18—.

By the Court,

—, Registrar of the Court.

To the High Bailiff of the Court,
and others the Bailiffs thereof.

	£	s.	d.
Amount of fine			
Poundage for issuing this warrant			
Total			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said juror.

Application was made to the registrar for this warrant at — minutes past the hour in the — noon of the day of — 185—.

38. Order to adjourn Proceedings (Rule 83).

No. — In the County Court of — holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered, that the trial of this action be adjourned until the day of — 185— at — o'clock in the — noon.

Given under the seal of the Court, this — day of — 185—.

By the Court,

—, Registrar of the Court.

39. Order appointing Guardian named by Infant Defendant. (Rule 89).

No. — In the County Court of — holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas now, at the hearing of this cause, the defendant, being an infant, appears here in Court, and names — of — to act as his guardian, who now assents to act as such guardian, I do therefore hereby appoint him to be guardian of the defendant in this cause.

Given under the seal of the Court, this — day of — 185—, Judge of the Court.

40. Order appointing Guardian of Infant Defendant where Defendant does not name a Guardian (Rule 89).

No. — In the County Court of — holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas now, at the hearing of this cause, the defendant, being an infant, appears here in Court, and does not name a guardian, I do hereby appoint — to be guardian of the defendant in this cause.

Given under the seal of the Court, this — day of — 185—, Judge of the Court.

41. Order for Costs to defendant where plaintiff does not appear.

No. — In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas the plaintiff has not appeared, either by himself, his attorney, or agent, at the Court holden this day, being the day appointed for the trial of this cause, and the defendant has appeared in person [or by his attorney or agent], and has not admitted the demand, it is awarded that the plaintiff do pay the sum of £ — for the defendant's costs, and it is ordered that the plaintiff do pay the same to the registrar of this Court on the — day of — 185—.

Given under the seal of the Court, this — day of — 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

42. Agreement under sec. 69 of 19 & 20 Vict., c. 108.

No. — In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

We [or the respective attorneys or agents of] the above-named plaintiff and defendant, do hereby, under the provision of s. 69 of 19 & 20 Vict., c. 108, agree that the decision of the judge of this Court in this action shall be final.

Given under our hands, this — day of —.

Plaintiff [or 's Attorney].

Defendant [or 's Attorney].

43. Judgment against Defendant for Payment of Costs.

No. — In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing the plaintiff's application, at a Court holden this day, it is adjudged that the plaintiff do recover against the defendant the sum of £ — for costs incurred by the plaintiff in preparing for trial [or in attending Court] before the notice of payment of money into Court was received by him, such money having been so paid in less than five clear days before the return-day of the summons.

And it is ordered, that the defendant do pay the same to the registrar of this Court on the — day of —, 185—.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

44. Judgment for Defendant, or of Nonsuit.

No. — In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause, at a Court holden this day, it is

Bristol
Dublin
Glasgow
Huddersfield
Hull

Manchester Commercial
Association
Newcastle
Plymouth
Worcester.

These fifteen towns will fairly represent the mercantile and manufacturing interests of the United Kingdom. A considerable number of members of both Houses of Parliament are also expected to be present.

The Lord Mayor's name has been added to the list of Vice-Presidents.

The committee are anxious that each subject should, when possible, be opened by a short paper, stating the evils to be met, and the remedies suggested. They have already received notice of six papers:—

One on Tribunals of Commerce, by the Liverpool Chamber of Commerce. Two on Bankruptcy Law, by the Leeds Chamber of Commerce and Mr. Commissioner Ayrton.

One on Registration of Partnerships, by the Manchester Commercial Association.

One on the 17th section of the Statute of Frauds, by Mr. Robert Slater, a member of the Royal Commission for the Assimilation of the Commercial Laws of the United Kingdom.

One on a Commercial Code, by Professor Levi, of King's College.

Juridical Society.

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The learned reader having touched upon the great importance of the subject in all civilised societies, glanced at the recorded opinions of Dean Swift, Mr. Macaulay, Paley, Dr. Johnson, Montagu, and others, both as to the system of advocacy in the abstract, and as to the manner in which its profession was pursued in this country. These opinions, as might be expected, were very various. There were, however, two erroneous dogmas, of an entirely different character, in reference to the relation of advocacy to the administration of justice, which had prevailed very much among ethical philosophers and writers on casuistry. The first of these dogmas insists upon a standard of morality which would so identify the advocate with the client as to make the advocate morally responsible for the justness of his client's case. This opinion is founded upon the views of those who regard the principles of morality as binding the advocate's conscience, without reference to the limits or provisions of positive law, and as extending to duties of imperfect obligation not provided for by positive enactment. Those who maintain this theory are very much given to insist upon the propositions that no man can claim a right to do, or be a party to doing, what is wrong; that it is equally unjustifiable to withhold a right as to inflict an injury—to make a false charge, as to deny guilt; that, as in every case of a right demanded and resisted, there must be guilt charged and denied—either the charge or the denial must be indefensible; and that, therefore, to have an advocate in every case is only to insure the multiplication of wrong-doers. Upon examination of the arguments of those, however, who maintain this view—among whom might be mentioned Hooker, Baxter, Bishop Sanderson, Thos. Aquinas, and Sir Matthew Hale—they will be generally found to apply rather to the manner in which the duty of advocacy ought to be discharged, than to prescribe what its functions truly are. Many of these writers, moreover, have indulged in the common fallacy, that there is a complete identity between the advocate and his client. Thus Molena, in his treatise *De Justitia*, lays it down expressly that an advocate, when asked to plead for an heir-at-law against devisees under a will not formally executed, is bound in conscience to ask his client whether he believes it was the intention of the testator that the will should take effect; and that, if the heir should say that he thought the testator so intended, or if, from circumstances, the advocate were morally convinced that the testator had such an intention, his duty was not to undertake the case, as being against conscience. Jonathan Dymond and Mr. Hoffman, both American writers of note, insist upon this view. In short, according to them, even in matters not conflicting with Divine law, there is a morality binding on the advocate's conscience, paramount to the provisions of positive law. Suppose this proposition be tested by Molena's case of the heir-at-law. The power of the ancestor to devise is a creature of positive law, and not a natural right. The law which confers this power imposes no obligation upon the testator's conscience; and if he dies without exercising the power,

the law provides for the descent of his estate. If the dispositions which the law would make in any given case of intestacy left moral claims unsatisfied, that may impose upon the ancestor the duty of avoiding such consequences by making other dispositions. But if he omit to do so, does his sin of omission fix itself in descent upon the conscience of the heir? and is the advocate first to satisfy himself as to the justice or injustice in each case of testacy or intestacy? How is he to decide whether he was, in any particular case, bound to assist only those who were active in asserting rights, resting upon an imperfect compliance with positive law, or those who had passively relied upon their substantive rights? Pleas of infancy, of the statutes of limitation, and similar defences, were frequently referred to as instances in which the advocate sacrificed his conscience; as, perhaps, they might sometimes fairly be, if he were a judge in a case of morals, instead of an advocate of a party sued by a person claiming a legal right.

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It was announced that, since the last meeting of the society, Mr. Baron Martin, Mr. Justice Crompton, Mr. Baron Watson, Mr. Thomas Phinn, Mr. R. P. Collier, Q.C., M.P., and Mr. Honyman, had been elected members of the society.

New County Court Rules.

SCHEDULE OF FORMS.

(Continued from p. 39.)

37. Warrant of Execution against the Goods of a Juror for a Fine.

No. of Warrant—
In the County Court of — holden at —
(Seal.)

Whereas — was duly summoned to appear and serve as a juror at a Court holden on the — day of — upon the trial of any cause or causes to be then and there tried by jury: and whereas he neglected, without sufficient cause shown, then to appear and serve as a juror at such Court, it was thereupon ordered by the Court that he should forthwith [or on the day of —] pay to this registrar of this Court a fine of £— for such neglect: and whereas the said sum has not been paid according to the said order, and the judge of this court has ordered it to be levied as hereinafter mentioned; these are therefore to require and order you forthwith to make and levy, by distress and sale of the goods and chattels of the said — whosoever they may be found within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds) the sum stated at the foot of this warrant, being the amount of such fine, and the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money, belonging to him, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of — 18—.

By the Court,
—, Registrar of the Court.

To the High Bailiff of the Court,
and others the Bailiffs thereof.

	£	s.	d.
Amount of fine			
Poundage for issuing this warrant			
Total			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the said juror.

Application was made to the registrar for this warrant at — minutes past the hour in the — noon of the day of — 185—.

38. Order to adjourn Proceedings (Rule 83).

No. — In the County Court of — holden at —
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered, that the trial of this action be adjourned until the day of — 185— at — o'clock in the — noon.

Given under the seal of the Court, this — day of — 185—.

By the Court,
—, Registrar of the Court.

39. Order appointing Guardian named by Infant Defendant. (Rule 89).

No. — In the County Court of — holden at —
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas now, at the hearing of this cause, the defendant, being an infant, appears here in Court, and names — of — to act as his guardian, who now assents to act as such guardian, I do therefore hereby appoint him to be guardian of the defendant in this cause.

Given under the seal of the Court, this — day of — 185—, Judge of the Court.

40. Order appointing Guardian of Infant Defendant where Defendant does not name a Guardian (Rule 89).

No. — In the County Court of — holden at —
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas now, at the hearing of this cause, the defendant, being an infant, appears here in Court, and does not name a guardian, I do hereby appoint — to be guardian of the defendant in this cause.

Given under the seal of the Court, this — day of — 185—, Judge of the Court.

41. Order for Costs to defendant where plaintiff does not appear.

No. — In the County Court of —, holden at —
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas the plaintiff has not appeared, either by himself, his attorney, or agent, at the Court holden this day, being the day appointed for the trial of this cause, and the defendant has appeared in person [or by his attorney or agent], and has not admitted the demand, it is awarded that the plaintiff do pay the sum of £— for the defendant's costs, and it is ordered that the plaintiff do pay the same to the registrar of this Court on the — day of — 185—.

Given under the seal of the Court, this — day of — 185—.

By the Court,
—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

42. Agreement under sec. 69 of 19 & 20 Vict., c. 108.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

We [or the respective attorneys or agents of] the above-named plaintiff and defendant, do hereby, under the provision of s. 69 of 19 & 20 Vict., c. 108, agree that the decision of the judge of this Court in this action shall be final.

Given under our hands, this — day of —.

Plaintiff [or's Attorney].
Defendant [or's Attorney].

43. Judgment against Defendant for Payment of Costs.

No. — In the County Court of —, holden at —
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing the plaintiff's application, at a Court holden this day, it is adjudged that the plaintiff do recover against the defendant the sum of £— for costs incurred by the plaintiff in preparing for trial [or in attending Court] before the notice of payment of money into Court was received by him, such money having been so paid in less than five clear days before the return-day of the summons.

And it is ordered, that the defendant do pay the same to the registrar of this Court on the — day of —, 185—.

Given under the seal of the Court, this — day of —, 185—.

By the Court,
—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

44. Judgment for Defendant, or of Nonsuit.

No. — In the County Court of —, holden at —
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Upon hearing this cause, at a Court holden this day, it is

adjudged that judgment be entered for the defendant [or that judgment of nonsuit be entered], and that the plaintiff do pay the sum of £ —, for the defendant's costs: And it is ordered that the plaintiff do pay the same to the registrar of this Court on the — day of —.

Given under the seal of the Court, this — day of —, 185—. By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

45. Judgment for Plaintiff.

No. —. In the County Court of —, holden at —. (Seal.)

Acknowledgment of Payment into Court.

£	s.	d.	Received by

Between A.B., Plaintiff, and C.D., Defendant.

It is this day adjudged that the plaintiff do recover against the defendant the sum of £ — for debt [or damages], and £ — for costs, amounting together to the sum of £ —.

And it is ordered that the defendant do pay the same to the registrar of the Court, on the — day of —, [or by instalments of — for every — days; the first instalment to be paid on the — day of —, 185—.]

[In case default be made in payment of any one of such instalments, and execution issue, it shall be for the whole of the above amount then remaining due.]

Given under the seal of the Court, this — day of — 18—. By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

This form will, by striking out the words within brackets, or the words on the — day of — in line 5, apply to Judgment of Payment, whether for Payment forthwith of the Whole Claim or by Instalments, and to Judgments under 13 & 14 Vict. c. 61, s. 9, and also to Judgments in Replevin, where the Judgment is for the Plaintiff.

46. Warrant of Commitment on Hearing of Plea.

No. of Plea —. No. of Warrant —. In the County of —, at —. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

To the High Bailiff and others the Bailiffs of the said Court, and all Peace Officers within the Jurisdiction of the said Court, and to the Governor or Keeper of [the Prison used by the Court].

Whereas, at a Court holden at —, on the — day of —, 185—, the plaintiff obtained a judgment against the defendant for the sum of £ — for debt [or damages], and — for costs, and thereupon it was ordered that the defendant should pay the same to the registrar:

And whereas the defendant having personally appeared to the summons in this action, and being present in Court, was then and there examined touching his estate and effects, and the circumstances under which he contracted the said debt [or incurred the said damages or liability], and as to the means and expectation he then had, and as to the means he still had, of discharging the said debt [or damages], and as to the disposal he had made of any property.

And whereas this Court upon such examination ordered that the defendant should be committed to prison for — days, for [state the ground of committal].

These are therefore to require you, the said high bailiff, bailiffs, and others, to take the defendant and to deliver him to the governor or keeper of the above-named prison, and you the said governor or keeper to receive the defendant and him safely to keep in the said prison for — days from the arrest under this warrant, or until he shall be sooner discharged by due course of law.

Given under the seal of the Court, this — day of — 185—. By the Court,

—, Registrar of the Court.

	£	s.	d.
Amount adjudged to be paid			
Poundage for issuing this warrant. . . .			
Total amount due			

N.B. This warrant remains in force one year from the date thereof.

47. Certificate of the Result of the Hearing of a Cause under s. 26 of 19 & 20 Vict. c. 108.

(Seal.)

In the County Court of — holden at —.

I hereby certify, that an action commenced in the Court of [name of Superior Court], wherein A.B. is plaintiff and C.D. is defendant, which, under sect. 26 of 19 & 20 Vict. c. 108, was ordered by [name of Judge of Superior Court] to be tried in this Court, has been heard accordingly in this Court on this day, and that the result was as follows:

(State the finding on the several issues joined in the action, or that the plaintiff was nonsuited.)

Dated this — day of — 185—.

—, Registrar of the Court.

48. Order to suspend Order of Judgment.

No. —. In the County Court of — holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered, that an order of this Court, in this action, bearing date the — day of —, 185—, be suspended until the — day of —, 185—.

Given under the seal of the Court, this — day of — 185—.

By the Court,

—, Registrar of the Court.

49. Order for Costs of the Day under sect. 40 of 19 & 20 Vict. c. 108.

No. —. In the County Court of — holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas a rule [or summons] has been granted by [name of Superior Court or Judge], requiring cause to be shown why a writ of certiorari [or prohibition] should not issue in this cause, and no order has been made by such Court [or judge] respecting the costs in this Court: And whereas a copy of such rule [or summons] has not been served on the plaintiff [or defendant] [or on the registrar], according to sect. 40 of 19 & 20 Vict. c. 108: And whereas the plaintiff [or defendant] has on this day appeared at this Court to prosecute [or defend] this cause: It is ordered, that the defendant [or plaintiff] do pay the sum of £ — for the plaintiff's [or defendant's] costs of the day, and it is ordered that the defendant [or plaintiff] do pay the same to the registrar of the Court on the — day of —, 185—.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

50. Order for Costs of the Day under sect. 41 of 19 & 20 Vict. c. 108.

No. —. In the County Court of —, holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas a writ of certiorari [or prohibition] has been granted in this cause by [name of Superior Court or judge], on the ex parte application of the defendant [or plaintiff], who has not lodged it with the registrar of the Court [or has not given notice to the plaintiff (or defendant) that it has issued] two clear days before this day, being the day fixed for hearing this cause: And whereas the said [Superior Court or judge] has made no order respecting the costs of the cause in this Court: And whereas the plaintiff [or defendant] has on this day appeared at this Court to prosecute [or defend] this cause: It is ordered, that the defendant [or plaintiff] do pay the sum of £ — for the plaintiff's [or defendant's] costs of the day; and it is or-

dered that the defendant [or plaintiff] do pay the same to the registrar of the Court on the — day of —, 185—.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

51. Notice to Plaintiff of Payment of Instalment.—(Rule 111)

No. —. In the County Court of —, holden at —. (Seal.)

I hereby give you notice, that A.B., the defendant, has paid into Court the sum of — under the judgment obtained by you against him.

Dated this — day of —, 185—.

Registrar of the Court.

To the Plaintiff.

N.B.—Upon your applying for the above amount it will be necessary that you should produce the plaint-note given to you on the entry of the plaint.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

52. Warrant of Execution against the Goods of Defendant.

No. of Plaint —. No. of Warrant —.

In the County Court of —, holden at —. (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas, on the — day of —, 185—, the plaintiff obtained a judgment in this Court against the defendant for the sum of £ — for debt [or damages] and costs; and it was thereupon ordered by the Court that the defendant should pay the same to the registrar on the — day of — [or by instalments of — for every — days]; and whereas default has been made in payment according to the said order: these are, therefore, to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the defendant, wheresoever they may be found, within the district of this Court, except the wearing apparel and bedding of him and his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount due to the plaintiff under the said order, including the costs of this execution; and also to seize and take any money or bank notes (whether of the Bank of England or any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money of the defendant which may there be found, or such part or so much thereof as may be sufficient to satisfy the execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of —, 185—.

By the Court,

—, Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

	£	s.	d.
Amount for which judgment was obtained			
Paid into Court			
Remaining due			
Poundage for issuing this warrant			
Total amount to be levied			

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at the request of the defendant.

Application was made to the registrar for this warrant at — minutes past the hour of —, in the — noon of the — day of —, 185—.

This form will also apply to a Warrant of Execution upon a Judgment under 13 & 14 Vict. c. 61 s. 9; and by leaving out the words "and whereas default has been made in payment according to the said order," to a Warrant of Execution under the Bills of Exchange Act.

(To be continued.)

Court Papers.

Queen's Bench.

NEW CASES—HILARY TERM, 1857.
SPECIAL PAPER.

- Dem. Munro v. Batt.
" Brandon v. Scott.
Sp. Case. Marwood & Another v. Stanhouse.
" Harding v. Nott, Clerk.
Co. Ct. Ap. Pederson v. Lotinga.
Sp. Case. The Landowners West of England & South Wales Land Drainage & Inclosure Co. v. Viscount Emlyn.
Dem. Beaver v. The Mayor &c. of Manchester.
CROWN PAPER.
Sussex. Reg. v. The Council of the Borough of Brighton.
Yorkshire. Reg. v. The Guardians and Overseers of Leeds.
" Reg. v. The Vice-Chancellor of Oxford University.

Common Pleas.

NEW CASES—HILARY TERM, 1857.
DEMURRER PAPER.

Tuesday, Jan. 20.

- Dem. Simpson & Ors., Executors, &c., v. The Accidental Death Insurance Company.
" Cumberlege & Another v. Lawson.
The Court will proceed with the following cases on Wednesday the 21st, and Thursday the 22nd days of January, at the sitting of the Court on each day:—
In re Oxlade v. North Eastern Railway Company.
" Ransome & Another v. The Eastern Counties Railway Company.
" Harridance & Anor. v. The Eastern Counties Railway Company.

NEW TRIALS.

Moved in Hilary Term, 1857.

- Middlesex. Great Northern Railway Company v. Wyles & Another.
London. Hodgkinson, Knt. v. Fernie & Another.
" Simond, Surviving, &c. v. Braddon.
" French v. Stryling.
" Muskett & Others, Assignees, &c. v. Boid.
" Gorrisen & Others v. Fernie & Others.
" Wickens v. Steel & Another.
Middlesex. Giles v. Spencer.

Exchequer of Pleas.

NEW CASES—HILARY TERM, 1857.
SPECIAL PAPER.

- Dem. Bishop & Another, Assignees, &c. v. Lane & Another.
Sp. Case. Clements & Others v. McKibbin.
Appal. Lister v. Whitham & Another.
Sp. Case. Gibbs & Others v. Grey & Others.
" Grey & Others v. Gibbs & Others.
Dem. Stimson v. Hall & Another.
The sittings at Nisi Prius, in Middlesex, of this Court, will not be resumed until Wednesday next, the 21st inst.

Exchequer Chamber.

SITTINGS IN ERROR.

The Court will take errors from the Court of Queen's Bench on Monday and Tuesday, the 2nd and 3rd days of February; and if all the cases are not disposed of on those days, they will be heard on Monday, the 9th February.

Errors from the Court of Common Pleas will be taken on Wednesday the 4th, and Thursday the 5th February; and Errors from the Exchequer, on Friday the 6th, and Saturday the 7th February.

Births, Marriages, and Deaths.

PROFESSIONAL LIST.

BIRTHS.

MORRIS—On Jan. 8, at Clapham-park, Surrey, wife of William Morris, Esq., barrister-at-law, Lincoln's-inn, of a son.

MARRIAGES.

DOWNING—PENROSE—On Jan. 14, at Redruth, by the Rev. S. P. Downing, S. T. G. Downing, of Redruth, solicitor, to Helen, daughter of John Penrose, Esq., of the same place.

NICHOLAS—SCRIVEN—On Jan. 12, at Dover, by the Rev. J. Savage, and subsequently at Sandgate, by the Rev. J. Brownlow, M.A., Griffin Nicholas, Esq., Major (retired full pay) 5th Fusiliers, eldest surviving son of the late Robert Nicholas, Esq., F.S.A., of Cove-house, Ashton Keynes, Wilts, barrister-at-law, M.P. for Cricklade, and many years Chairman of the Hon. Board of Excise, to Fanny, second daughter of the late John Scriven, Esq., of Sandgate, Kent, surgeon.
REDFERN—WINTERBOTTOM—On Jan. 8, at St. Peter's, Oldham, by the Rev. W. Lees, M.A., incumbent, Richard Redfern, Esq., solicitor, to Mary, the only surviving child of the late John Winterbottom, Esq., all of Oldham.

SHIELD—RAILSTON—On Jan. 13, at Newcastle-upon-Tyne, Hugh Shield, Esq., of St. Swithin's-lane, solicitor, to Mary, widow of the late George Thomas Railston, Esq., of Newcastle.

DEATHS.

DUNBAR, JOHN, Esq., one of the Sudder Judges, second son of the late Hon. Sir Archibald Dunbar, Bart. of Northfield, Elgin, N.B., at Calcutta, on Nov. 1.

FREEMAN, THOMAS, Esq., of Ship-street, at 15 Montpellier-crescent, Brighton, on Jan. 11.

HARRIS, PENELOPE, wife of John Henry Harris, Esq., solicitor, and youngest and only surviving daughter of Capt. J. R. H. Webb, R.N., at Ballarat, Australia, on Aug. 24, 1856, in her 28th year.

LE BLANC, WILLIAM ELLIOTT, Esq., of New Bridge-street, Blackfriars, London, and St. Petersburg-place, Bayswater, at Simmsbath-house, Somerset, on Jan. 14, in his 53rd year.

PELHAM, JABEZ, Esq., solicitor, at his residence, Arbour-square, Stepney, on Jan. 10, in his 56th year.

UNLACK, MARY ANN, widow of the late Richard John Unlack, Esq., Judge of the Supreme Court of Nova Scotia, at Baily-house, Northamptonshire, on Jan. 10.

WHITELOCK, WILLIAM, second son of the late John Whitlock, Esq., solicitor, London, at Hoboken, New Jersey, on Dec. 20, in his 32nd year.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks stated will be transferred to the undermentioned Parties unless Claimants appear within Three Months.

ANGELL, CHARLES FREDERICK, £50 New 3 per Cent Annuities, heretofore standing in the name of Charles Frederick Angell, of the Tower, gent.

CHARSLY, CATHERINE ELIZA, widow (the survivor), £50 Consols, heretofore standing in the names of Catherine Eliza Charsley, wife of John Charsley, of Beaconsfield, Bucks, Esq.

DEBOIS, ESTHER, widow, £118 : 14 : 6 Consols, heretofore standing in the name of Esther Dubois, of Oxford-terrace, Lyncombe, Bath.

FARTHING, JOHN, £24 : 11 : 5, New 3 per Cents, heretofore standing in the name of John Farthing, of Cornhill, gent.

ODELL, WILLIAM, £100 New 3 per Cent Annuities, heretofore standing in the name of William Odell, of Diamond's-buildings, White Hart-yard, Kennington, Surrey, fishmonger.

PUDDIFOOT, ELIZABETH (formerly Elizabeth Priest), £25 New 3 per Cent Annuities, heretofore standing in the name of Elizabeth Priest, of King's Langley, Herts, spinster.

READ, JOHN (sole executor), £100 New 3 per Cent Annuities, heretofore standing in the name of William Joseph Boman, of Leytonstone, Essex, gent.

VAUX, EMMA, £100 New 3 per Cent Annuities, heretofore standing in the name of Emma Vaux, of West-green, Tottenham, spinster.

Dept of Kin.

Advertised for during the Week.

CARR, MARGARET (who married Thomas Mason)—to apply to the Vicar of Beillington, near Morpeth, for the marriage took place at Cork, October 29, 1810. It is believed that Margaret Carr had a sister named Jane, who became the mother of Susannah Daniels, and that they were born in Limerick.

SHAW, CHARLOTTE, Widow, Newcastle-under-Lyme, who died Sept. 21, 1856.—Persons claiming to be her next of kin to send in their claims to Mr. R. Slaney, Newcastle-under-Lyme, solicitor to the administrator, within three months. Charlotte Shaw's maiden name was Rhead; she was one of the daughters of T. Rhead, farmer, of Botteslow, and Jane his wife, formerly Jane Moss.—Dated Jan. 13.

General Weekly Obituary.

ANDERSON, JOHN SIDNEY, Esq., late of St. John's-wood, London, second son of Sidney Anderson, Esq., at Newcastle-on-Tyne, on Jan. 10.

ARNOLD, MR. THOMAS, at 20 High-street, Kensington, on Jan. 9, aged 72.

BACON, MRS. ELIZABETH, relict of the late John Newbold Bacon, Esq., at St. Alban's, on Jan. 13, in her 96th year.

BAGEHOT, CHARLES, Esq., R.N., late Inspecting Commander of Coast Guard, Fexholme, steadily well, Cork, on Jan. 3, aged 70.

BAILLIE, MARY, wife of Col. Hugh Baillie, of Red Castle, Rosshire, N.B., at 34 Mortimer-street, on Jan. 12.

BARNEY, STEPHEN, Esq., at Bishopstoke, Hants, on Jan. 8, in his 68th year.

BARTLETT, WILLIAM PLATER, Esq., formerly of Camberwell-grove, at Rose-hill-road, near Oxford, on Jan. 8, in his 73rd year.

BIDDLE, MRS., relict of Waring Biddle, Esq., at Longham, Dorset, on Jan. 8, in her 63rd year.

BLAKE, HENRY MARTIN, Esq., of the Heath, co. Mayo, Ireland, also of Trillick, co. Galway, and formerly of Winfield, in the same county, on Jan. 11.

BLAMIRE, DOROTHY, wife of William Blamire, Esq., and daughter of the late John Taubman, Esq., of the Nunery, Isle of Man, at Harley-street, on Jan. 9.

BLUNDELL, J. K., Esq., at Luton, on Jan. 10, aged 67.

BOULTER, MR. EDWARD DANIEL, formerly of Leicester, at 9 Canon-street, Arlington-square.

BOULLY, LOUISE, wife of Andrew Bouilly, of Muswell-hill, and youngest daughter of the late W. Hare, surgeon, of Hackney, on Jan. 13.

BOWER, GEO. CLIFFORD, Esq., of the Bank of England, at Brixton, on Jan. 13, aged 67.

BRADSHAW, Hon. Mrs., at Hampton-court Palace, on Jan. 12.

BROOKE, JULIANA, eldest daughter of Arthur Beresford Brooke, Esq., at 3 Gloucester-place, Portman-square, on Jan. 11, in her 15th year.

BROTHERTON, JOSEPH, Esq., M.P. Salford, on Jan. 7, in his 74th year.

BROWN, MRS. ELIZABETH, at 38 Petersburgh-place, Bayswater, on Jan. 14, in her 84th year.

BUNTING, JANE ELIZABETH, widow of the Rev. Anthony Bunting, Chaplain to the Garrison at Port Antonio, Jamaica, at Newport Pagnell, on Jan. 9, aged 61.

CARNE, MRS. ELIZABETH, at Great Stanmore, on Jan. 6, aged 77.

CAZENOVE, EDWARD, eldest son of James Cazenove, Esq., at Hemel Hempstead, on Jan. 12, in his 32nd year.

CHAFFEY, CHARLOTTE, relict of the late Rev. Thomas Chaffey, at 1 Union-place, New Kent-road, on Jan. 10, aged 66.

CHARLIS, MRS. EDWARD, at Newington, near Hove, Kent, on Jan. 9.

CLARKE, REV. CHARLES, magistrate for the Beccles division of the county, at Hulver Rectory, Suffolk, on Jan. 6, aged 60.

CLARKE, LESLIE, the fifth son of Mr. Henry Clarke, at 39 King-street, Covent-garden, on Jan. 12, in his 23rd year.

COX, Major-General WILLIAM, K.H., at Leonard's-on-Sea, Jan. 13.

CUNNINGHAM, MRS. ANNA MARIA, at Victoria-terrace, Exeter, on Jan. 12, in her 85th year.

DA CUNHA, SUSANNAH, the wife of A. J. Da Cunha, at Barnsbury-park, Islington, on Jan. 13.

DAVIES, HENRY, youngest son of the late Rev. John Davies, of Waverley, Liverpool, at New Park, Tipperary, on Jan. 7, aged 48.

DEARBURG, ELIZABETH, daughter of Mr. J. B. Dearburg, of Westbourne-park-road, on Jan. 9, in her 22nd year.

DE NEGRO, ANNE, wife of Major de Negro, of Savignano, Italy, at Sussex-square, Brighton, on Jan. 9.

DESPARD, CHARLOTTE MABELLE, wife of Richard Despard, Esq., and only daughter of the Rev. H. Burdett Worthington, of Harpur-place, Bedford, at Rathmolyon House, on Jan. 7, aged 26.

DICKSON, ELLEN TRESON, wife of Colonel Charles Sheffield Dickson, and second daughter of the late William Richardson, of Leatherhead, Surrey, and Willoughby House, Cheltenham, at St. Alban's House, Brighton, on Jan. 8.

DOVETON, Rev. JOHN FREDERICK, formerly rector of Wells, Somerset, at Karsfield, near Topham, on Jan. 9, aged 82.

DUNBAR, JOHN, Esq., one of the Sudder Judges, second son of the late Hon. Sir A. Dunbar, Bart., of Northfield, Elgin, N. B., at Calcutta, on Nov. 1.

EDWARDS, SAMUEL BEDFORD, Esq., at Arlesley Bury, Bedfordshire, on Jan. 8, in his 58th year.

EVEREST, LUCETTA MARY, at 32 Upper Seymour-street, Edgware-road, on Jan. 10, aged 69.

FALLOWFIELD, WILLIAM, Esq., late H.E.L.C.S., at Brighton-place, Portobello, near Edinburgh, on Jan. 12, aged 44.

FILMER, Sir EDMUND, Bart., M.P., at East Sutton-place, Kent, on Jan. 8, in his 48th year.

FINDON, CLARA, wife of Fred. Findon, Esq., of Prestbury, Gloucestershire, at Rougham Rectory, near Bury St. Edmunds, on Jan. 8.

FOULKES, WILLIAM HOMFRAY, son of Mr. W. C. Foulkes, at 46 Thornton-heath, Croydon, on Jan. 9, aged 1 year and 2 months.

FOX, ELIZA THOMPSON, wife of Mr. H. W. Fox, at 22 Upper Marylebone-street, Portland-place, on Jan. 8, in her 43rd year.

FREEMAN, THOMAS, Esq., Solicitor, of Ship-street, Brighton, at 15 Mount-peller-crescent, Brighton, on Jan. 11, aged 68.

FRY, SUSANNAH, wife of William Robert Fry, Esq., at 23 Marlborough-hill, St. John's-wood, on Jan. 8, aged 60.

GAINSFORD, ANNA, relict of T. Gainsford, Esq., of Gerrard's-cross, Bucks, on Jan. 13, in her 80th year.

GAITSKELL, JOHN, Esq., Distiller, Bernonsey-street, Southwark, on Jan. 5, aged 72.

GEDDES, MADELINE, only daughter of the late Col. George Hessing, and wife of Major-General John Geddes, K.H., formerly of the 27th (Emmickson) Regiment, at 15 Salisbury-road, Newington, Edinburgh, on Jan. 1.

GIBBS, FRANCIS, youngest surviving son of the late George Henry Gibbs, Esq., of 11, Bedford-square, London, at St. Leonard's-on-Sea, on Jan. 6.

GLOVER, MOSES R., Esq., of Liverpool, at Manchester, on Jan. 5, aged 53.

GODRIC, SARAH, wife of W. Godric, Esq., at 19 Queen's-road, Regent's-park, on Jan. 10, aged 57.

GOLDHAWK, MARY ANN, only daughter of the late Mr. and Mrs. Goldhawk, of Bagshot, Surrey, at Frahran, Melbourne, Australia, on Sept. 23, aged 23.

GRAY, JOSEPH BOWER, A.M., M.D., Principal of Berwick College, Maine, United States, formerly of Chelmsford, Essex, and oldest son of Mrs. Lucy C. Gray, of South Shoebury Cottage, near Southend, Essex, on Nov. 1, 1856, aged 35.

GRAY, MARY, wife of Thomas Gray, Esq., of Monastery-house, East India-road, Poplar, on Jan. 10, in her 53rd year.

HANNEN, JAMES, Esq., formerly of Kingswood Lodge, Dulwich, at Weir Cottage, Maidenhead, Berks, on Jan. 13, aged 68.

HARRIS, FENELLA, wife of J. H. Harris, Esq., Solicitor, at Ballarat, Australia, on Aug. 24, in her 28th year.

HAWTHORN, JANE, wife of Mr. Robert Hawthorn, engineer, at Elwinck Lodge, Newcastle-upon-Tyne, on Jan. 12, aged 59.

HISCOCK, MR. E. G., at 3 Vincent-place, Kingsland, formerly of Abingdon, on Jan. 13, aged 73.

HOARE, Sir HUGH RICHARD, at Stourhead, Wilts, on Jan. 10, in his 70th year.

HOWIS, CHARLOTTE, relict of the late R. F. Howis, Esq., at Ashurst-lodge, Tulse-hill, on Jan. 12.

HUDSON, MARY ANN, wife of C. T. Hudson, Esq., M.A., Head Master, at the Grammar-school House, Unity-street, College-green, Bristol, on Jan. 3, in her 25th year.

HUGHES, ROBERT, eldest son of Robert Alexander Hughes, late of Clifford, Yorkshire, in Rose-street, Soho, on Jan. 6, aged 17.

HUNT, WILLIAM HENRY DAWNEY, eldest son of C. Brooke Hunt, Esq., at Bowden-hall, Gloucestershire, on Jan. 11, in his 14th year.

HUNT, MR. WM. MUSGRAVE, for thirty years chief clerk to Charles Harris and Sons, Billiter-square, at the Charterhouse, on Jan. 11, aged 65.

JOHNSON, MARY, wife of Thomas Johnson, Esq., of Great Gables, Essex, and the elder and only surviving daughter of the late Rev. John Clayton, formerly Minister of the King's Weighhouse Chapel, in Eastcheap, London, on Jan. 6, aged 71.

JONES, MARY, youngest daughter of the late Rev. Richard Jones, formerly Rector of Charfield and of Doddington, Gloucestershire, at Richmond, on Jan. 2, aged 66.

JUSTIN, MR. EDWARD, at Croom's-hill, Greenwich, on Jan. 11, in his 82nd year.

KEEDY, ANNABELLA, wife of Rev. William Keedy, Minister of John Knox Presbyterian Church, at 61, Park-street, Mile-end, on Jan. 12.

KING, ANNIE CHARLOTTE, wife of Capt. John King, H.M.'s 59th Regt., Town-Major of Hong-Kong, and only daughter of Col. M. Pherson, C.B. Inspecting Field Officer at York, at Honiton, Devon, on Jan. 12.

KIRKBRIDE, ANN GRAHAM, relict of John Kirkbride, Esq., of Leicester, at Brighton, on Jan. 1, aged 80.

KITE, MR. OF Sutton, Surrey, on Jan. 10, aged 45.

KIVIN, Major EDWARD, late of the 21st Regiment Madras Army, at Frankfort-on-the-Maine, on Jan. 6.

LAWRENCE, GEORGE, youngest and only surviving son of the late Isaac Lawrence, Esq., of Balham-hill and Watling-street, on Jan. 12, aged 33.

LAZARUS, WILLIAM SPENCER, third son of Mr. Henry Lazarus, at 13 Hemus-terrace, Chelsea, on Jan. 13, in his 12th year.

LE BLANC, WILLIAM ELLIOTT, New Bridge-street, Blackfriars, and St. Petersburg-place, Bayswater, at Simmsbath-house, Somerset, on Jan. 14.

LEE, MARIA, wife of Mr. Thomas Lee, at 10 Hemingford-villas, Islington, on Jan. 11.

LEWIS, MARIA THERESA, widow of C. Lewis, bookbinder, 35 Duke-street, James's, on Jan. 7, aged 70.

LOYD, GEORGE, Esq., Deputy Lieutenant and J.P. for Carmarthen, at Carmarthen, on Jan. 8, aged 64.

LOYD, SARAH SUSANNAH MARINES, eldest daughter of Joseph Lloyd, Esq., Pembury-road, Lower Clapton, on Jan. 10, in her 19th year.

LUTTRELL, JOHN FOWNES, Esq., of Dunster-castle, Somersetshire, at 48 Westbourne-terrace, Hyde-park, on Jan. 11, in his 70th year.

MACDONELL, CHARLOTTE, wife of Major George Gordon Macdonell, 27th Regt. M.N.I., third daughter of the late Rev. Joseph Hallett Batten, D.D., at Conoor, on the Neigherry-hills, Nov. 19.

M'LACHLAN, LOUISA MARY, wife of John M'Lachlan, Esq., and third daughter of the late Archibald Robinson, M.D., of Heidelberg, at Spring-rock, Avoca River, on Sept. 16, 1856.

MADOT, SARAH, wife of Adolphus Madot, Esq., of Upper Baker-street, Regent's-park, on Jan. 8.

MALCOLM, CAROLINE, widow of the late Robert Malcolm, Esq., Surgeon R.N., of Moore-place, Lambeth, and formerly widow of James Wilkinson, Esq., R.N., of Malta, at 2 Clapham-rise, Stockwell, on Jan. 10, in her 71st year.

MALING, JOANNA MARY, wife of Edward Haygarth Maling, Esq., and third daughter of the late Robert Allan, Esq., of Newbottle, Durham, at Fawcett-street, Bishop Wearmouth, on Jan. 6.

MAPLAS, WILLIAM, Esq., at 92 Camden-road-villas, on Jan. 9, in his 67th year.

MARLEY, MARY, relict of Miles Marley, Esq., surgeon, of Cork-street, London, at Kingston, Herefordshire, on Jan. 4.

MASON, Sergeant THOMAS, of the Scots Fusilier Guards, and son of Mr. Joseph Mason, of Runcorn, at Duncar, near Bolton, on Jan. 10, in his 21st year.

MASSY, Col. WILLIAM OVENDEN, formerly of the Austrian Service, at Upper George-street, Bryanstone-square, on Jan. 12.

MEREDITH, ARTHUR, youngest son of Charles Meredith, Esq., of Wimbledon-common, Surrey, on Jan. 11, in his 3rd year.

MORGAN, FRANCIS HENRY, the infant son of John Brandram Morgan, Esq., King-street, Norwich, on Jan. 12.

MORRIS, Mrs. ELIZABETH LEE, at 1 Portland-place, St. John's-wood, on Jan. 3, aged 71.

MOUNTFORD, ARTHUR, Esq., at Howle, Salop, on Dec. 28.

MURCH, HENRY, Esq., at Rome, on Dec. 30, aged 44.

NIGHTINGALE, MARIANNE LILLIE, only daughter of Captain M. R. Nightingale, 2nd Bengal Fusiliers, and Fort Adjutant of Fort William, at Fort William, Calcutta, on Nov. 7, in her 2nd year.

PARISS, RACHEL EDMONDSON, the infant daughter of Henry Pariss, Esq., at New-road, Rattersea-fields, on Jan. 9, aged 11 months.

PARKEH, Mr. THOMAS J., at 6 Great Castle-street, Regent-street, on Jan. 7, aged 45.

PARR, WOLSTENHOLME MANESTY, youngest surviving son of the Rev. John Owen Parr, M.A., vicar of Preston, and Hon. Canon of Manchester, at the Vicarage, on Jan. 1, aged 18.

PARSONS, WILLIAM, Esq., at St. Martin's, Leicester, on Jan. 4, aged 60.

PAYNE, —, infant son of the Rev. E. R. Payne, at Walsham-le-Willows on Jan. 11.

PEAKE, Mr. WILLIAM, at 11, Princess-street, Leicester-square, on Jan. 12, aged 43.

PEARMAN, JANE ALLAWAY, only daughter of the late Thos. Pearman, Esq., Whitechurch, Oxon, at 7 Grenville-terrace, Reading, on Jan. 2.

PELHAM, JABEZ, Esq., Solicitor, at Arbour-square, Steney, on Jan. 10, in his 56th year.

PITCHER, WILLIAM HENRY, Esq., connected with the Church Building Society for 39 years, at 7 Whitehall, on Jan. 11.

PRINGLE, Mr. JAMES, at 2 Horton-street, Kensington, on Jan. 11, in his 24th year.

PULLEN, ANN, relict of the late William Pullen, Maiden-lane, Covent-garden, on Jan. 9, aged 61.

PUNCH, AGNES SARAH, the third daughter of James Punch, Esq., at 63 Russell-square, on Jan. 14, aged 15.

RAYMONT, ELIZABETH, wife of Mr. A. Raymont, at the East India House, on Jan. 9.

ROBERTSON, Capt. JAMES, at Gretton-place North, Bethnal-green, on Jan. 5, in his 81st year.

ROBINSON, MARY, relict of the late Capt. Robinson, of Lydd, Kent, at Southfield-terrace, Maidstone, on Jan. 9, in her 80th year.

ROGERS, Rear-Admiral ROBERT HENLEY, R.N., third son of the late Sir Frederick Leman Rogers, Bart., at Windsor-terrace, Plymouth, on Jan. 8, in his 74th year.

SHIRLEY, HENRY HOULTON, Esq., of Hyde-hall, and Eatington, Jamaica, and Member of the House of Assembly, at Spanish-town, Jamaica, on Dec. 2, aged 30.

SOPER, ELIZABETH, sister of Mr. J. D. Soper, of Marlborough-place, Old Kent-road, on Jan. 8.

STEELE, Lady ELIZABETH, at 21 Upper Brook-street, on Jan. 9, aged 61.

STREATHFIELD, ELLEN SCOTT, only surviving daughter of Rev. J. Streathfield, Incumbent, at Uckfield, Sussex, on Jan. 14, aged 26.

TAIT, JAMES, eldest surviving son of William Tait, Esq., of Greenhithe, Kent, at Colombo, on Nov. 23, aged 31.

TAPP, ELIZABETH, wife of James Tapp, late of 34 Broad-street, Bloomsbury, at Hook, near Kingston, Surrey, on Jan. 11.

TENNENT, ANNE, relict of Richard Dillon Tennent, at 68 Albany-street Regent's-park, on Dec. 6, aged 68.

TINDLE, WILLIAM HENRY, the eldest son of W. Gray Tindle, Esq., Sawbridgeworth, Herts, on Jan. 8, aged 5 years and 3 months.

TUPPER, NANTES, Esq., eldest son of the late James Perchard Tupper, Esq., M.D., on Jan. 9, in his 57th year.

UNLACKE, MARY ANN, widow of R. J. Unlacked, Esq., Judge of the Supreme Court of Nova Scotia, at Badby-house, Northamptonshire, on Jan. 10.

UNWIN, Mrs. LOTISA, the last surviving daughter of W. Unwin, Esq., at Mansfield, on Jan. 8, in her 83rd year.

WEBB, Mrs. ANN, relict of William Webb, Esq., late of Purser's-cross, Fulham, at 105 London-road, Brighton, on Jan. 14, in her 79th year.

WHATELY, Mrs., wife of Edward Whately, Esq., Surgeon, 14 Buckingham-place, Brighton, on Jan. 10.

WHEELER, MARGARET, relict of the Rev. George Wheeler, and sister of Sir Compton Denville, Bart., at Wolford Vicarage, Warwickshire, on Jan. 11, in her 86th year.

WHITE, MARIA, second daughter of the late Rev. Edward White, Chaplain H.E.I.C., at Hyères, France, on Dec. 22, in her 18th year.

WHITELOCK, MARYANN GEORGIANA STURGES, youngest child of John William Whitelock, Esq., at Grenada-lodge, Richmond, on Jan. 8, in her 2nd year.

WHITELOCK, WILLIAM, second son of the late J. Whitelock, Esq., solicitor, London, at Hoboken, New Jersey, on Dec. 20, in his 32nd year.

WILLIAMS, GEORGE, Esq., of 10 Clifton-villas, Maida-hill-west, and of 147 Leadenhall-street, on Jan. 11.

WILLIAMS, THOMAS, Esq., late of the Madras Medical Establishment, H.E.I.C.S., and of Henderodney, Glamorganshire, at 5 Promenade-terrace, Cheltenham, on Jan. 11, aged 70.

YOULE, ANNE, wife of John Youle, Esq., of 18 Kensington-gore, on Jan. 13, in her 66th year.

YOUNG, ISABELLA, youngest daughter of the late David Young, Esq., of Cornhill, Aberdeenshire, at 8 Beacon-terrace, Torquay, on Jan. 2.

Money Market.

CITY, FRIDAY EVENING.

THE English Funds have failed in maintaining any advance on the prices of the previous week, the result of the week's operations being a depression of rather more than $\frac{1}{2}$ per Cent. Accounts from the Paris Bourse have arrived irregularly. The French 3 per Cents. are quoted at 67f. 75c., and with other important Foreign Securities are very quiet with no particular variation. From the Bank of England return for the week ending the 10th January, 1857, which we give below, it appears that the amount of Notes in circulation is £19,427,990, being an increase of £202,690, and the stock of Bullion in both departments is £10,180,984, shewing a decrease of £1,422 when compared with the previous return.

In the discount market large applications and high rates have been the ruling features. A report has prevailed that the Bank of France intends to attempt making a considerable addition to its capital. The truth of this report is not fully admitted. Such a measure would enlarge the direct resources of the Bank of France; and, therefore, in the opinion of some persons, would tend to check the drain of gold from this country; but, being also likely to provide means in France for more extensive speculations, it may be expected, after some time, to lead to a renewed drain of gold, probably in greater force.

The names of the successful applicants for the concession of the Imperial National Bank of Turkey, mentioned in our article of last week are: Sir Joseph Paxton, M.P., Messrs. Cayley, M.P., Ewart, M.P., Laing, M.P., Scholefield, M.P., Brassey, and some others. A continental combination will also most probably be effected.

The present average price of wheat is from 7s. to 7s. 6d. per bushel. The decline of price in wheat has been slow and variable, but in the course of the last three months of the past year the reduction has been considerable. For many weeks past, the variations noticeable in several markets have counter-balanced each other, and made the average variations very small. As the present mild winter has not caused depression, there is little reason to expect that prices during the spring, either for grain or meat, will go much below their present rate. These prices are certainly high. If producers remember the scale of prices which ruled two years previous to the late war, and also keep in mind the vast amount of importation during last summer and autumn, and the probability of large future increase in importation, they will be prepared to meet the consequences which would attend a decline in present prices.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock .....	...	216 17 $\frac{1}{2}$	...	216 17 $\frac{1}{2}$	217 $\frac{1}{2}$	217 $\frac{1}{2}$
3 per Cent. Red. Ann. ...	93 $\frac{1}{2}$ 94 94 $\frac{1}{2}$ 93 $\frac{1}{2}$	93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$	93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$	93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$	93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$ 93 $\frac{1}{2}$	94 94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$
3 per Cent. Cons. Ann. ...	94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$	94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$	94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$	94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$	94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$	94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$ 94 $\frac{1}{2}$
New 3 per Cent. Ann. ...	...	...	...	...	...	...
Omnia ...	...	...	...	...	...	...
3 $\frac{1}{2}$ per Cent. Annuities ...	...	...	...	...	...	...
Long Annuities (exp. Jan. 5, 1860) ...	...	...	...	...	2 $\frac{1}{2}$	2 $\frac{1}{2}$
Do. 30 yrs. (exp. Oct. 10, 1859) ...	...	...	2 11-16	...	...	...
Do. 30 yrs. (exp. Jan. 3, 1860) ...	...	...	...	...	...	...
Do. 30 yrs. (exp. April 3, 1860) ...	...	...	...	...	18 1-16	...
India Stock .....	...	...	...	220 1	221 20	220
India Bonds (£1,000) ...	...	3s. pm.	par	...	...	...
Do. (under £1,000) ...	...	par.	3s. pm.	...	1s. dis.	2 pm.
Exch. Bills (£1,000) ...	4s. pm.	3s. pm.	4s. pm.	1s. dis.	2s. pm.	2s. dis.
Exch. Bills (£500) ...	4s. pm.	2s. pm.	4s. pm.	...	1s. dis.	2s. dis.
Exch. Bills (Small) ...	5s. pm.	3s. pm.	...	2s. dis.	3s. pm.	2s. dis.
Exch. Bonds, 1858, 3 $\frac{1}{2}$ per Cent. ...	...	98 $\frac{1}{2}$ 9	...	...	...	...
Exch. Bonds, 1859, 3 $\frac{1}{2}$ per Cent. ...	...	...	98 98 $\frac{1}{2}$ 98 $\frac{1}{2}$ 9	...	...	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	...	61½	60½	...	...	61½
Chester and Holyhead	...	38 7½	...	...	...	...
East Anglian	...	19½	...	19	...	...
Eastern Counties	9½	9½	9½	...	9½	9½
Eastern Union A stock	...	...	...	...	41½	40½
East Lancashire	94	93 4	92½	...	95	...
Edinburgh and Glasgow	35½	...	34½	...	35	35½
Edin., Perth. & Dundee	...	...	...	...	...	...
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	92 1½	92	...	92½	92
Gt. South & West. (Ire.)	...	112	...	...	111	...
Great Western	68 7½	67½	67½	...	67½	66½
Lancashire & Yorkshire	96½	96½	96½	96	96½	...
Lon., Brighton, & S. Coast	111	110½	111	111	111	111½
London & North Western	106½	105½	105½	105½	106½	106
London & S. Western	107½	107½	106½	107	107½	107½
Man., Shef., and Lincoln	34 3½	...	33½	34	34½	34½
Midland	82½	82½	82½	82½	82½	82½
Norfolk	51½	51½	51	...	52	...
North British	...	39½	39½	...	39½	...
North Eastern (Berwick)	85 4½	84½	84½	85 4	84½	84
North London	...	...	99	...	...	...
Oxford, Worc. & Wolv.	29	28	...	27½	...	...
Scottish Central	...	...	...	...	106	...
Scot. N.E. Aberdeen Stock	...	...	25½	...	26½	26
Shropshire Union	...	...	49	50	42	...
South-Eastern	74 ½	74 3½	73½	74½	75	...
South-Wales	85½	85	...	85½	85	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 10TH DAY OF JANUARY, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	24,031,465	Government Debt	11,015,100
		Other Securities	3,450,900
		Gold Coin and Bullion	9,556,465
		Silver Bullion	...
	£24,031,465		£24,031,465

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities	...
Reserve	3,335,254	(incl. Dead Weight)	...
Public Deposits (including Exchequer, Savings Banks, Commissioners of National Debt, and Dividend Accounts)	3,705,379	Annuities	11,513,161
Other Deposits	10,644,674	Other Securities	16,342,612
Seven day & other Bills	845,460	Notes	4,603,475
		Gold and Silver Coin	624,519
	£33,083,767		£33,083,767

Dated the 15th day of Jan., 1857.

M. MARSHALL, Chief Cashier.

London Gazettes.

Bankrupts.

TUESDAY, JAN. 13, 1857.

BAYLEY, SAMUEL, Grazier, Wednesbury, Stafford. Jan. 28 & Feb. 18, at 10.30; Birmingham. *Com. Balguy. Off. Ass. Bittleston. Sol. Knight, Birmingham. Pet. Jan. 5.*

BOLIN, ROBERT HENRY, Carriage Builder, King's Lynn, Norfolk. Jan. 28 & Feb. 12, at 11; Basinghall-st. *Com. Goulburn. Off. Ass. Nicholson. Sols. Goodwin & Co., Lynn, Norfolk, and 3 Lancaster-pl., Strand. Pet. Jan. 10.*

CARPENTER, RICHARD, Licensed Victualler, Museum Tavern, Museum-st., Bloomsbury. Jan. 23, at 1; Feb. 12, at 12; Basinghall-st. *Com. Holroyd. Off. Ass. Lee. Sol. Mackenzie, Lincoln's-inn-fields. Pet. Jan. 7.*

DAVEY, GEORGE, Plumber, 93 Murray-st., New North-rd. Jan. 23 & Feb. 26, at 12; Basinghall-st. *Com. Evans. Off. Ass. Bell. Sols. Hudson & Francis, 10 Tokenhouse-yd. Pet. Jan. 12.*

DAVIS, RICHARD, the elder, Coal Master, West Bromwich. Jan. 24 & Feb. 14, at 11.30; Birmingham. *Com. Balguy. Off. Ass. Bittleston. Sol. Reece, Birmingham. Pet. Jan. 12.*

FEARIS, GEORGE, Draper, 4 & 5 Lambeth-walk. Jan. 23, at 12.30; Feb. 12, at 12; Basinghall-st. *Com. Evans. Off. Ass. Johnson. Sols. Mason & Sturt, Gresham-st. Pet. Jan. 10.*

GOLDARD, EDMUND, Provision Dealer, 103 London-wall, 3 Old Jewry, 161 Fenchurch-st., and 17 Aldgate. Jan. 27, at 1.30; Feb. 24, at 12; Basinghall-st. *Com. Fonblanque. Off. Ass. Stansfeld. Sol. Burr, 12 Paternoster-row. Pet. Jan. 12.*

GRAVENOR, WILLIAM T—, Hatter, Birmingham. Jan. 28 & Feb. 18, at 10.30; Birmingham. *Com. Balguy. Off. Ass. Whitmore. Sols. Ashurst, Son, & Morris, 6 Old Jewry, London; Hodgson & Allen, Birmingham. Pet. Jan. 5.*

GRIFFIN, JAMES, Poulterer, Liverpool. Jan. 21 & Feb. 16, at 11; Liverpool. *Com. Pettit. Off. Ass. Morgan. Sol. Yates, Jun., Liverpool. Pet. Jan. 2.*

HARBUT, JOSEPH, Licensed Victualler, Portswood, Southampton. Jan. 23, at 12; Feb. 27, at 1; Basinghall-st. *Com. Fane. Off. Ass. Whitmore. Sols. Coxwell & Bassett, Southampton. Pet. Jan. 8.*

HARROLD, ALFRED HENRY, Chemist & Druggist, Frome Selwood, Somerset. Jan. 26 & Feb. 23, at 11; Bristol. *Com. Hill. Off. Ass. Miller. Sol. Miller, Frome. Pet. Jan. 12.*

OSBORN, HENRY, Wine Merchant, Old Trinity House, Water-lane, City, & Catherine Wheel, Gt. Windmill-st., Haymarket. Jan. 23, at 11; Feb. 26, at 2; Basinghall-st. *Com. Evans. Off. Ass. Bell. Sol. Anderson, 10 Barge-yd. Chambers. Pet. Jan. 10.*

RAWNSLEY, RAMSDEN, Builder, &c., Copley, York. Feb. 2 & Mar. 2, at 11; Leeds. *Com. Aytton. Off. Ass. Hope. Sols. Mitchell, Halifax; and Bond & Burwick, Leeds. Pet. Jan. 12.*

SMITH, JAMES HENRY, Corset-maker, 238 Oxford-st., and 54 Connaught-ter. Jan. 23 & Feb. 27, at 11; Basinghall-st. *Com. Fane. Off. Ass. Cannan. Sols. Linklater & Blackwood, 17 Sise-lane. Pet. Jan. 9.*

TRIPNEY, THOMAS HENRY, Woollen Draper & Grocer, Perranporth, Cornwall. Jan. 22 & Feb. 19, at 1; Exeter. *Com. Bere. Off. Ass. Hirtzell. Sols. Goddard, London; Ford, Exeter. Pet. Dec. 31.*

UNWIN, JOHN, Baker, Seacombe. Jan. 23 & Feb. 13, at 11; Liverpool. *Com. Stevenson. Off. Ass. Bird. Sols. Fletcher & Hull, Liverpool. Pet. Jan. 7.*

WHITESIDE, JOSEPH, Watch Manufacturer, 27 Davies-st., Berkeley-sq. Jan. 28, at 1.30; March 2, at 11; Basinghall-st. *Com. Goulburn. Off. Ass. Pennell. Sol. Abrahams, 23, Southampton-bldgs. Pet. Jan. 12.*

WILSON, KNOWLTON, Surgeon, Sheffield. Jan. 31 & Feb. 21, at 10; Sheffield. *Com. West. Off. Ass. Brevin. Sols. Hoole & Yeomans, Sheffield. Pet. Jan. 10.*

FRIDAY, JAN. 16, 1857.

BAXTER, JOSEPH, Victualler, Gooch-st., Birmingham. Jan. 29 at 10.30; Feb. 20 at 11.30; Birmingham. *Com. Balguy. Off. Ass. Christie. Sol. Suckling, Birmingham. Pet. Jan. 5.*

BUNTING, HORATIO, Seedsman, Colchester. Jan. 28, at 2; Feb. 24, at 1.30; Basinghall-st. *Com. Fonblanque. Off. Ass. Stansfeld. Sol. Jones, Colchester. Pet. Jan. 6.*

BURCH, WILLIAM, Last and Boot Tree Maker, 2 & 3 Back-hill, Hatton-garden. Jan. 27, at 1.30; Feb. 24, at 1; Basinghall-st. *Com. Fonblanque. Off. Ass. Graham. Sol. Sidney, 50 Lincoln's-inn-fields. Pet. Jan. 13.*

CLARKE, JOSEPH HENRY, Hatter, Leicester. Jan. 27 & Feb. 17, at 10.30; Nottingham. *Com. Balguy. Off. Ass. Harris. Sol. Spooner, Leicester; Bowley & Ashwell, Nottingham; Hodgson & Allen, Birmingham. Pet. Jan. 7.*

DUCKWORTH, WILLIAM, Cotton Manufacturer, Primrose Mill, Church, Accrington, and Lumb in Rosendale, Lancashire, Feb. 5 & 26, at 12; Manchester. *Off. Ass. Herniman. Sol. Potter, Cooper-st., Manchester. Pet. Jan. 13.*

GELSTHORP, JOSEPH, Builder, Nottingham. Jan. 27 & Feb. 17, at 10.30; Nottingham. *Com. Balguy. Off. Ass. Harris. Sol. Watson, jun., Nottingham. Pet. Jan. 7.*

HARRISON, RICHARD, & JOHN JAMES COLE, Barge Builders, Twigg-folly, Saint Matthew, Bethnal Green, Jan. 30 & Feb. 24, at 12; Basinghall-st. *Com. Holroyd. Off. Ass. Lee. Sol. G. & E. Hilleary, 5 Fenchurch-buildings. Pet. Jan. 14.*

HILL, ROBERT HENRY, GEORGE ROBERT HUDSON, & FREDERICK HUDSON, Importers, trading as Hill, Hudson Brothers & Co., 120 London-wall, Jan. 27, at 12; Feb. 28, at 11; Basinghall-st. *Com. Evans. Off. Ass. Johnson. Sols. Madox & Wyatt, 30 Clement's-lane. Pet. Jan. 14.*

KENWAY, THEODORE ROBINSON, Broker, Birmingham. Feb. 5, at 10; Feb. 20, at 11.30; Birmingham. *Com. Balguy. Off. Ass. Bittleston. Sol. Reece, Birmingham. Pet. Jan. 14.*

OLDHAM, JOHN, Currier, 36 Long-acre, Feb. 2, at 11; March 2, at 2; Basinghall-st. *Com. Goulburn. Off. Ass. Nicholson. Sol. Lloyd, 5, Bloomsbury-square. Pet. Jan. 15.*

SHOVE, DAVID, Tallow Chandler, Croydon. Feb. 4, at 12.30; March 2, at 1; Basinghall-st. *Com. Goulburn. Off. Ass. Pennell. Sol. Long, 2 Clifford's-inn. Pet. Jan. 14.*

MEETINGS.

TUESDAY, JAN. 13, 1857.

ACKROYD, CHARLES, & WILLIAM WESTON ROWLES, Carpenters & Builders, King-st., Long Acte. Feb. 4, at 11.30; Basinghall-st. *Com. Goulburn. Dir. Joint estate, and separate estate of C. Ackroyd.*

BUDGE, HENRY FREDERICK, Fustian Manufacturer, Manchester. Feb. 4, at 12; Manchester. *Com. Jemmett. Dir.*

EVANS, JAMES, & GEORGE DAVEY, Iron Masters, Britton Ferry Iron Works, Glamorgan. Feb. 5, at 11; Bristol. *Com. Hill. Dir.*

GANDER, HENRY, Licensed Victualler, Catherine Wheel Inn, 191 High-st., Borough. Jan. 23, at 11.30; Basinghall-st. *Com. Evans. Off. Ass. Houghton, HENRY, Merchant, 48 Friday-st. and 14 Watling-st. Feb. 6, at 12; Basinghall-st. Com. Holroyd. Dir.*

LOWE, WILLIAM ROBINSON, Manufacturing Chemist and Druggist, Wolverhampton. Feb. 5, at 11; Birmingham. *Com. Balguy. Dir.*

OWEN, GEORGE FREDERICK, Butcher, Lewisham. Feb. 6, at 12; Basinghall-st. *Com. Holroyd. Dir.*

ROE, CHARLES BASSETT, & THOMAS JOHN BLACHFORD, Bankers, Newport, Isle of Wight. Feb. 4, at 11; Basinghall-st. *Com. Goulburn. Dir. Separate estate of each.*

SANDERSON, EDWARD RIEAUX, Seed Crusher, West Kinnald Ferry, Lincoln. Feb. 4, at 12; Kingston-upon-Hull. *Com. Aytton. Dir.*

SILVERSTE, AGOSTE, trading as Silverste & Co., Importer of Fancy Goods. Feb. 6, at 12; Basinghall-st. *Com. Holroyd. Dir.*

SPEIGHT, GEORGE, Confectioner, 77 Goswell-st. Jan. 30, at 1; Basinghall-st. *Com. Evans. Last Ex.*

TRAVIS, JOSEPH, Woollen Manufacturer, Newchurch, Lancaster. Feb. 5, at 12; Manchester. *Com. Skirrow. 2nd Dir.*

VOIGT, GEORGE AUGUSTUS, Piano-forte Dealer, Cheltenham. Feb. 12, at 11; Bristol. *Com. Hill. Dir.*

WINN, GEORGE, Builder, Dottesford, Leicester. Feb. 3, at 10.30; Nottingham. *Com. Balguy. Last Ex.*

FRIDAY, JAN. 16, 1857.

ASHLIN, SPENCER (trading under firm of Spencer Ashlin & Co.), Corn Factor, Eastcheap. Feb. 6, at 11; Basinghall-st. *Com. Goulburn. Final dir.*

BERNASCONI, BENEDETTO, Looking Glass Frame Manufacturer, 58 Red Lion-st., Clerkenwell. Feb. 7, at 11.30; Basinghall-st. *Com. Fane. Dir.*

BICKERTON, JAMES (trading under firm of Bickerton & Son), Hat Manufacturer, Castle-st., Southwark. Feb. 7, at 11.30; Basinghall-st. *Com. Fane. Dir.*

CARPENTER, JOHN, Grocer, Hythe, Hants. Feb. 6, at 11.30; Basinghall-st. Com. Fane. *Dir.*
 CHATTERTON, THOMAS, Baker, Rye, Sussex. Feb. 7, at 12; Basinghall-st. Com. Fane. *Dir.*
 DAVIS, CHARLES EDWARD, Wholesale Grocers, (in partnership with Henry Hale, under firm of Henry Hale & Co.), 82 Upper Thames-st., now of 2 Woodbine-cottages, Stamford-rd., Kingsland. Jan. 28, at 11.30; Basinghall-st. Com. Goulburn. *Last c.r.*
 DENISON, HENRY, Money Scrivener, Liverpool. Feb. 10, at 11; Liverpool. *Composition.*
 FOLKARD, JOHN BAXTER, Tailor, 69 Jermyn-st., St. James's. Feb. 9, at 12; Basinghall-st. Com. Goulburn. *Dir.*
 MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of Hosiery, Leicester. Feb. 10, at 11; White Lion Hotel, Leicester. *Composition of 6s. 8d.*
 MAXTED, WILLIAM JOHN COOPER, Draper, Chatham. Feb. 10, at 11; Basinghall-st. Com. Evans. *Dir.*
 MUIR, JOHN SAUNDERS, Schoolmaster, Aberdeen-villa, Aberdeen-place, Malda-hill. Feb. 9, at 1; Basinghall-st. Com. Goulburn. *Dir.*
 PEASE, WILLIAM HENRY, JOHN ROBERT PEASE, & WILLIAM HENRY THOMPSON (trading under firm of W. H. Pease & Co.), Wine Merchants, 2 Ingram-court, Fenchurch-street, and 42 Lime-street. Feb. 6, at 12.30; Basinghall-street. Com. Goulburn. *Dir. sep. estate of W. H. Pease.*
 PEASEGOOD, JOHN GALE, Draper, Sheffield. Feb. 9, at 11; Basinghall-st. Com. Goulburn. *Dir.*
 PETO, JOHN, & JOHN BRYAN, Army Contractors, 8 and 9 Dacre-street, Westminster, and Willow-walk, Bermondsey. Feb. 6, at 11; Basinghall-street. Com. Fane. *Dir. joint estate, and separate estate of each.*
 REEVE, WILLIAM JOHN, Coal Merchant, Beaufort-buildings. Feb. 10, at 12; Basinghall-street. Com. Holroyd. *Dir.*
 TILLET, JOSIAH, Plumber, Colchester. Feb. 9, at 11.30; Basinghall-st. Com. Goulburn. *Dir.*
 WOODHAMS, HENRY, Licensed Victualler, Crown, Idol-lane. Feb. 9, at 1.30; Basinghall-street. Com. Goulburn. *Dir.*

DIVIDENDS.

TUESDAY, Jan. 13, 1857.

GRIMMOW, JAMES REYNOLDS, Builder, Wrexham. First, 2s. 6d. *Turner*, 53 South John-st., Liverpool, any Wednesday, 11 & 2.
 KYRKE, GEORGE. First, 1½d. *Morgan*, 10 Cook-st., Liverpool, any Wednesday, 11 & 2.
 ROYAL BRITISH BANK. First, 5s. 6d., on profits made before Dec. 28. *Lee*, 20 Aldermanbury, Jan. 14 & 21, 11 & 2.

FRIDAY, Jan. 16, 1857.

OLDHAM, ROWLAND, Wine & Hop Merchant, Stamford. First, 2s. 6d. *Harris*, Middle-pavement, Nottingham, on Monday, Jan. 12, and three following Mondays, 11 & 3.
 TAYLOR, JOSEPH SPOONER, & JOSEPH MARSDEN, Iron Founders, Derby. First, 15s. *Harris*, Middle-pavement, Nottingham, on Monday, Jan. 12, and three following Mondays, 11 & 3.

CERTIFICATES.

To be ALLOWED, unless Notice be given, and Cause shewn on Day of Meeting.

TUESDAY, Jan. 13, 1857.

BRISCOE, WILLIAM, Timber Dealer, Ashton-under-Lyne. Feb. 6, at 12. Manchester.
 COOKE, JOSEPH CORBEN, Carver & Gilder, 46 Princes-st., Soho. Feb. 4, at 12.30. Basinghall-st.
 FEVRE, WILLIAM, Publican, Peterborough. Feb. 5, at 2. Basinghall-st.
 FURSTON, THOMAS, Builder, Shrewsbury. Feb. 5, at 10. Birmingham.
 HELSBY, ROBERT, & JOSEPH HELSBY, Builders, Garston, and Warrington, Lancaster. Feb. 5, at 12. Liverpool.
 HODDER, EDWIN JOHN, Grocer, Birmingham. Feb. 9, at 10.30. Birmingham.
 KING, JOSEPH FRANCIS, Builder, 3 Belle Vue-villas, Holloway. Feb. 6, at 11. Basinghall-st.
 LORD, SIMON, & EDWARD LORD, Millwrights, Bacup, Lancaster. Feb. 4, at 12. Manchester.
 MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of Hosiery, Leicester. Mar. 3, at 10.30. Nottingham.
 PEPPER, WILLIAM JOHN, Printer & Stationer, Coventry. Feb. 9, at 10.30. Birmingham.
 SYMES, JAMES, EDWARD BARNARD SYMES, & REUBEN RAPER, Electroplaters, 422 Strand. Feb. 3, at 12. Basinghall-st.
 WILLIS, MICHAEL, Fire-wood Manufacturers, Lambeth. Feb. 4, at 1. Basinghall-st.

FRIDAY, Jan. 16, 1857.

COATES, HENRY, Milliner, 31 Bull-street, Birmingham. Feb. 9, at 10.30. Birmingham.
 DAVIES, EDWARD JACKSON, Draper, 214 High-st., Poplar. Feb. 7, at 11.30. Basinghall-st.
 IRISH, MARMADUCE, Licensed Victualler, White Hart Inn, Maidenhead. Feb. 10, at 12.30. Basinghall-st.
 KEYTE, HENRY, Silk Manufacturer, 4 Church-court, Old Jewry. Feb. 6, at 12. Basinghall-st.
 PAER, JOHN, Woollen Draper, Wolverhampton. Feb. 9, at 10.30. Birmingham.
 WOOD, EDWARD, Worsted Spinner, Bingley, York. Feb. 16, at 12. Leeds.

To be DELIVERED, unless APPEAL be duly entered.

TUESDAY, Jan. 13, 1857.

BIRCHALL, RICHARD, the younger, Ironmonger, Saint Helen's, Lancaster. 2nd Class, Jan. 6, to be suspended for 7 mos. from Jan. 2.
 DEELEY, BENJAMIN SITCH, Engineer, Red Lion Foundry, Buckley-st., Whitechapel. 3rd Class, suspended for 6 mos. from Feb. 11, 1853.
 ROBINSON, GEORGE, Bookseller & Stationer, 7 Wellington-ter., Clapham-rise. 2nd Class, Jan. 7.

FRIDAY, Jan. 16, 1857.

BROWN, HENRY JAMES, Cheesemonger, 21 Queen's-bldgs, Knightsbridge. 3rd Class, Jan. 9.
 CANNON, CHARLES, Meat Salesman, Love-lane, Eastcheap. 2nd Class, Jan. 9.
 JAMES, THOMAS EDWARD, Wine Merchant, Cowbridge, Glamorgan. 2nd Class, Jan. 13.

MERCHANT, JAMES, Cooper, 39 Queen-square, and The Grove, Bristol. 2nd Class, Jan. 12.
 MUFF, SAMUEL PARKINSON, Currier, Dudley-hill and Westgate-hill, Bradford, York. 3rd Class, after suspension of 6 mos., Jan. 13.
 PHILLIPS, EDWARD, Inkeeper, Pilgwenilly, Newport, Monmouth. 3rd Class, after suspension of 3 mos., Jan. 13.
 ROBERTS, JOHN, Grocer, Pentre, Mold, and THOMAS CONWAY, Corn Dealer, Mold (under firm of Roberts & Conway). 1st Class to each, Jan. 9.

Assignments for Benefit of Creditors.

TUESDAY, Jan. 13, 1857.

CARTER, GEORGE, late of 30 Ship-st., Brighton, Provision Merchant, now of 5 New-road, Brighton, Milliner. Nov. 26. *Trustees*, J. Lynn, Wholesale Grocer, Brighton; M. Wallis, Wholesale Grocer, Brighton. *Sol.* Lamb, Brighton.
 CHAPMAN, EDWIN, Tailor, formerly of St. Augustine's-pl., Bristol, but now of 20 Cambridge-pl., Praed-st., Paddington. Dec. 27. *Trustee*, Charles Bessell, Woollendrapers, Castle-st., Bristol. *Sol.* Sherrard, Bristol.
 COTTLE, JOHN, Gardener, Roath, Glamorgan. Dec. 24. *Trustees*, S. M. Lowder, Ironmonger, Cardiff; D. Thomas, Contractor, Cardiff. *Sol.* Stephens, Cardiff.
 FOSTER, CHARLES, Coachmaker, Exeter. Jan. 6. *Trustees*, J. Roberts, Baker, Exeter; W. Davy, Currier, Exeter. *Sol.* Stogdon, Exeter.
 KIRBY, THOMAS HOLLOWAY, Grocer, Great Stanmore. Dec. 22. *Trustees*, T. Innocent, Tea Dealer, 40 Bedford-st., Strand; W. G. Love, Corn Dealer, 28 Warwick-st., Regent-st. *Sol.* Goren, 29 South Molton-st.
 NICHOLS, HILLYARD, Corn Factor, Bedford. Dec. 27. *Trustees*, A. J. Atkinson, Corn Factor, Blunham, Bedford; J. E. White, Corn Factor, Kempstone, Bedford. *Sols.* Turnley & Sharnam, Bedford.
 PAGE, JOHN, Baker, New Windsor. Jan. 5. *Trustees*, G. Vidler, Miller, Clever, Berks; A. B. Snelling, Grocer. 5 Spring-terrace, Wansworth-road. *Sol.* Phillips, New Windsor.
 PROCTOR, JAMES, Cheesemonger, 26 Westbourne-grove, Bayswater. Jan. 1. *Trustee*, H. Rawley, Cheesemonger, 21 New-st., Covent-garden. *Sol.* Preston, 10 Austin Friars.
 RICHARDSON, MARIUS RAE, Grocer, 59 Exmouth-st., Clerkenwell. Dec. 20. *Trustee*, C. F. Honey, Accountant, 14 Ironmonger-lane. *Sols.* Wright & Bonner, 15 London-st., Fenchurch-st.
 SMITH, FREDERICK, Tobacconist, Eastbourne, Sussex. Dec. 29. *Trustees*, J. G. Bass, and M. Wallis, Merchants, Brighton. *Sol.* Kennett, 22 Ship-st., Brighton.
 UNDERWOOD, JAMES, Baker, Cardiff. Dec. 22. *Trustees*, E. Hembry, Flour Merchant, Cannington, Somerset; W. North, Flour Merchant, Cannington, Somerset. *Sol.* Waldron, Cardiff.

FRIDAY, Jan. 16, 1857.

PAPE, WILLIAM, Farmer, Wallington House, Wallington, North Cave, York. Dec. 23. *Trustees*, Timothy Binnington, Farmer, Wakington; Simeon Coleman, Tailor, Kingston-upon-Hull. *Sols.* Burland & Son, South Cave.
 THORPE, CHARLES BURROW, Draper, Hastings. Dec. 26. *Trustees*, John Baggally, Love-lane; Nicholas Mason, Wood-street, London, Ware-housemen. *Sols.* Mason & Sturt, 7, Gresham-street, London.
 WHALLEY, CHARLES, Draper, Yeading, Gislehey, York. Jan. 5. *Trustees*, Thomas Leeming Dobson and Alfred Knappton Dobson, Cloth Merchants, Leeds. *Sol.* Edlison, 68 Albion-street, Leeds.
 WILLIAMS, JOHN, Farmer, Penrynheol, Ystradgynlais, Brecon. Dec. 20. *Trustees*, James Price, Esq., Glynlegh, Ystradgynlais; Joseph Joseph, Banker, Brecon; Owen Owen, Farmer, Kenglyn-issa, Ystradgynlais. *Sols.* Thomas & Banks, Brecon.

Partnerships Dissolved.

TUESDAY, Jan. 6, 1857.

AUSTIN, GEORGE, & GEORGE AUSTIN, jun., Farmers, Egerton, and Pluckley, Kent. Jan. 8.
 BAILEY, CHARLES, & JAMES WICKHAM, Solicitors, Winchester. Jan. 9.
 BAKER, WILLIAM ROBERT, & WILLIAM GILBERT GARDNER, Carriers, Chatham. Jan. 9.
 BLACK, WILLIAM, & JOSEPH TOLLEY BIDMEAD, Umbrella Manufacturers, 12 Trump-st., and 5 Lawrence-lane. Debts received and paid by J. T. Bidmead, at 5 Lawrence-lane, by whom business is carried on. Dec. 31.
 BOOTH, ADAM, & JOHN BOOTH, Braid Machine Makers, 98 Cartwrights-st., Ancoats, Manchester. Debts received and paid by J. Booth. Jan. 9.
 BROWN, CHARLES, & MARY BROWN, Timber Merchants, Barborough Saw Mills, Derby, and elsewhere; under firm of Charles Brown & Co. Debts received and paid by C. Brown. Jan. 8.
 BROWN, WILLIAM, & WILLIAM HARGREAVES, Stonemakers, Heyworth, York, and at Providence Mill, Kelghley, York. Jan. 9.
 BURGESS, ROBERT, & WILLIAM COUSINS, Painters, Norwich. Debts received and paid by the partners. Jan. 8.
 DIXON, JOSEPH, JAMES GALLOWAY, & THOMAS DIXON, Calico Printers, Manchester; as regards T. Dixon. Debts received and paid by remaining partners. May 7.
 EDWARDS, JOSEPH, & GEORGE HANCOCK, Ironfounders, of Alasger, Chester, and since of Harecastle, Kidsgrove, Stafford. Debts received and paid by J. Edwards, by whom business is carried on. March 25.
 ELLIS, ALFRED TRETTON, & DANIEL DALE ELLIS, Metal Merchants, Liverpool; under firm of A. & D. Ellis. Jan. 9.
 ELLIS, HENRY, & WILLIAM MYERS, Lightermen, Deptford, Jan. 8.
 EVANS, JAMES, & SAMUEL HICKS, Millsters, Crantock, Cornwall. Debts received and paid by William Myllym, Accountant, Truro. Dec. 15, 1856.
 FARRAR, JOHN, & JOHN FARRAR, Woollaplers and Corn Millers, of Cullenagh Mills, near Maryborough, Ireland, and of Halifax. Debts as to business of Woollaplers received and paid by J. Farrar, Halifax, and debts as to business of Corn Millers received and paid by J. Farrar, of Cullenagh Mills. Jan. 8.
 FOSTER, J. L. & S. ARBOUN, Attorneys, at Hertford, and 4 Mark-lane. Jan. 9.
 GOLD, WILLIAM, & FRANCIS JAMES F. FERNS, Ship Agents, 34 Great St. Helen's. Jan. 9.
 HARGRAVE, CHARLES WILLIAM, & CHARLES WILMOT WILKINSON, Ware-housemen, 29 St. Paul's-churchyard. Dec. 29.
 JACKSON, ABRAHAM, & DAVID PAGET, General Brokers, Kelghley, Yorksh. Debts received and paid by A. Jackson. Aug. 27.
 JOHNSON, THOMAS, RICHARD FRANCE, & THOMAS SHACKLETON, Contractors, Sheffield. Debts received and paid by M. Ellison, Architect, Hadfield, Sheffield. Nov. 8.

KAY, DUNCAN JAMES, KIRKMAN FINLAY, HARRY GEORGE GORDON, & DETSDALE CARSTAIRS, Merchants, Liverpool, under firm of Thomson, Finlay & Co.; as regards H. G. Gordon. Dec. 31.

LIBERTY, GEORGE, & JOHN TOMLINSON, Lace Manufacturers, Nottingham. Jan. 1.

MACAIRE, GIDEON PAUL, & ROBERT GIDEON MACAIRE, Watchcase-makers, 26 Middleton-st., Clerkenwell.

M'RAE, JAMES, ELIZA M'RAE, & ESTHER EVANS, Fancy Stationers, 47 Ludgate-hill; as regards James M'RAE. Jan. 9.

NICKLIN, JOHN, JOHN BAKER, JUN., JOHN BAKER, GEORGE BAKER, & CHARLES BAKER, Iron Manufacturers, Shelton, Stoke-upon-Trent; under style of Cliff Vale Iron Company. Jan. 10.

OPPENHEIM, JULIUS ERNST, JOHN MORITZ OPPENHEIM, & FREDERICK AGUSTUS SCHROETER, Merchants, London, Leipzig, and New York; under firm of John Moritz Oppenheim, & Co.; as regards J. E. Oppenheim. Dec. 31.

ORGAN, RICHARD, & HENRY CHRISTIAN HARE, Surgeons, Cawood, Selby, York. Debts received and paid by William Smith, of Market-st., York, Accountant. Oct. 11.

SARGENT, WILLIAM THEODORE PETER, & HENRY ROGERS, Carvers, 316 Strand. Debts received and paid by H. Rogers, by whom business is carried on. Jan. 1.

SIBLEY, WILLIAM, & RICHARD JORDAN, Bakers, Bath. Dec. 27.

SMITH, HENRY, & WILLIAM SOUTHERN, Lucifer-match Manufacturers, Nottingham. Debts received and paid by W. Southern. Jan. 10.

SWALLOW, JOHN, & GEORGE SWALLOW, JUN., Cotton Dealers, Manchester; under firm of John Swallow & Co. Debts received and paid by G. Swallow, junr. Jan. 8.

SYERS, WILLIAM HUGH LAWSON, WILLIAM DUCKWORTH, & HENRY DUCKWORTH, Wholesale Coffee Dealers, 8 Great Tower-st.; under firm of W. Duckworth & Son. Debts received and paid by W. H. L. Syers. Jan. 7.

WELLS, JOHN, & WILLIAM BELL, Linendrapers, Nottingham. Debts received and paid by W. Bell. Dec. 31.

WOODLET, STEPHEN, & WILLIAM STEPHENSON, Farmers, Ilkley, York. Jan. 9.

FRIDAY, JAN. 16, 1857.

BLACKET, JAMES, & FRANK WILLIAM BLACKET, Drapers, 31 West Smithfield, and 3 Bank-bldgs, New Metropolitan Cattle Market. Debts received and paid by F. W. Blacket. Dec. 31.

BROADWOOD, THOMAS, HENRY FOWLER BROADWOOD, THOMAS BROADWOOD the younger, & WALTER STEWART BROADWOOD, Pianoforte Manufacturers, Great Pulteney-st., Golden-sq., and Horseferry-road, Westminster, under firm of J. Broadwood & Sons, as regards T. Broadwood. Sept. 29.

BROWN, THOMAS, & WILLIAM VICKERY, Carpenters, Brighton. Dec. 31.

CLARKE, G. H. & JOHN CHIFFS, Chemists and Druggists, 8 Union-ter., Notting-hill and King-st., Hamro-smith, Jan. 13.

COCKETT, FRANCES, & ADOLPHUS HORATIO COCKETT, Manufacturers of Fancy Goods, 26 Aldermanbury, under firm of F. Cockett & Co. Debts received and paid by A. H. Cockett. Jan. 15.

DARBISSHIRE, SAMUEL DUKINFIELD, & EDMUND POTTER, Calico Printers, Manchester, under firm of Edmund Potter & Co. Debts received and paid by E. Potter. Nov. 2.

DAVIES, FRANCES, & THOMAS TENNANT, Brass Founders, 24 King-street, Clerkenwell. Jan. 12.

DAWSON, BENJAMIN, & JOHN DAWSON the elder, Brewers, Kirkstall, Leeds, under firm of Benjamin Dawson & Co. Jan. 14.

DIROM, ROBERT, WILLIAM FORSYTH HUNTER, & THOMAS FORSYTH GRAY, East India Merchants, Liverpool, under firm of Dirom, Davidson & Co.; and at Bombay, under firm of Dirom, Hunter & Co.; as concerns W. F. Hunter. Debts received and paid by Robert Dirom and Thomas Forsyth Gray, who continue business of both houses. July 31, 1856.

DIXON, WILLIAM SWAN, & WILLIAM HENRY DIXON, Merchants, Liverpool, under firm of Henry Dixon & Co. Debts received and paid by W. H. Dixon. Dec. 31.

FISHER, JAMES, & HENRY SLATER, Colliers, Standish-with-Langtree and Preston, under firm of Fisher & Slater, and Standish & Bloomfield Colliery Co. Dec. 31.

GATES, CHARLES, & JOHN WHITTINGTON, Farmers, Wood-end Farm, Northolt, Middlesex. Debts received and paid by J. Whittington. Jan. 14.

GIFFORD, BENJAMIN, THOMAS KNIGHTS, & MATTHEW WASDALE, Millers, Hemingford Grey. Ceased by death of Matthew Wasdale. Dec. 9.

GOVER, RICHARD, & GEORGE SMITH GOVER, under firm of Gover Brothers, Winchester, and Romsey. Debts to be paid and claims made to Messrs. Roche and Gover, Solicitors, 33 Old Jewry, London. Jan. 10.

HADDEN, GEORGE, & JAMES ALEXANDER HADDEN, Merchants, 8 Cophall Court. Dec. 31.

HALES, JOHN GYLES, & JOSEPH WILLIAM ROCHE, Pawnbrokers, 1 Commercial-road East, and 78 Back Church-lane, Commercial-road East. Debts received and paid by Roche. Jan. 14.

HALL, HENRY JOHN, heretofore known as Henry John Hall the younger, & HECTOR LOUIS HALL, Ship Agents, under firm of Hall Brothers & Co. Debts received and paid by H. J. Hall. Dec. 31.

HARRIS, WILLIAM, EDMUND HARRIS, & WILLIAM HUBBARD, Attorneys-at-Law, Rugby, under firm of Harris, Sons, & Hubbard. Debts received and paid by W. Harris & E. Harris. Dec. 31.

HARVEYSON, JOHN, & APELLES HARVEYSON, Glass and Lead Merchants, Dover-road, Borough, and 42 Hackney-road, and 6 De Beauvoir-place, Kingsland, under firm of Harveyson Brothers. May 27.

HENDERSON, MICHAEL JAMES, & DAVID HAY, Druggists, Museum-square, Keswick, Cumberland. Debts received and paid by M. J. Henderson. Jan. 10.

HOWELL, JAMES, & JAMES GOTLEY, Brass Founders, Bristol, under firm of Gotley & Co. Jan. 13.

HUNTLEY, FORSTER CHARLETON, ROBERT BUCK, & JOHN RICHARD HUNTLEY, Timber Merchants, Sunderland, and Seaham Harbour; as regards Richard Huntley. Debts received and paid by F. H. Huntley and R. Buck. Jan. 10.

IBBERSON, JOHN, RICHARD IBBERSON, & JOHN WORMALD, Stone Merchants, Warwick Quarries, Crossland, Huddersfield; under firm of Messrs. Ibberson & Wormald. Debts received and paid by J. Ibberson & R. Ibberson. Jan. 9.

JACKSON, WASHINGTON, WASHINGTON JACKSON, JUN., & NORMAN JACKSON, Merchants, New Orleans and Liverpool. Sept. 30, 1856.

JENNINGS, RICHARD WILLIAM, & RICHARD MOUNTFORD BADDELEY, Coal Merchants, Ivy-house Colliery, Hanley, Stafford; under firm of Ivy-house Colliery, or Jennings & Baddeley. Dec. 15.

LEVY, FREDERICK, & ABRAHAM LEVY, Glass and China Dealers, 83 Temple-street, Bristol. Debts received and paid by A. Levy. Jan. 5.

MOBBS, JAMES WILLIAM, & A. MOBBS, Potato Dealers, Whitecross-st., St. Luke's. Jan. 13.

MORGAN, PETER, & JOHN MORGAN, Machine Makers, Macclesfield; under firm of Morgan & Son. Jan. 15.

NEWCOMB, GEORGE, & JOHN NEWCOMB, Licensed Victuallers, Three Kingdoms, Thames-st. Debts received and paid by J. Newcomb. Aug. 21.

PETERS, GEORGE CHARLTON, & HARRY WILDMAN, Wine Merchants, 101 High-st., Birmingham; under firm of G. C. Peters & Co. Debts received and paid by G. C. Peters. Jan. 14.

PUGNI, CHARLES, JULIEN LAROCHE, & AMAND CONSTANT LEROUGE, Glass Merchants, 3 Old Trinity-house, Water-lane; under firm of Larocche, Pugini, & Co. Debts received and paid by C. Pugini. Jan. 15.

ROBERTON, JAMES MATHEW, & JAMES GILL, Timmen, 63 Fore-st., Lime-house. Jan. 12.

ROBOTTON, TITUS, & JOSEPH ROBOTTON, Engineers, Atherstone, Warwick. Debts received and paid by T. Robotton. Jan. 1.

SANDEMAN, GEORGE GLAS, JOHN FORSTER, & GEORGE SANDEMAN; under firm of Sandeman, Forster, & Co. Dec. 31.

SCHOFIELD, JOHN, SAMUEL SIDDALL SCHOFIELD, & FRANK SCHOFIELD, Wine Merchants, Oldham and Manchester; as regards Samuel Siddall Schofield. Jan. 1.

SETTLE, THOMAS, & WILLIAM KESTON, Brickmakers, Great Bolton, Lancaster. Debts received and paid by W. Keston. Jan. 9.

SMITH, ROBERT MOFFAT, & WILLIAM GRUNDY, Architects, Manchester and St. Helen's. Dec. 31.

SUTHERS, JOSEPH, & THOMPSON BINNS, Worsted Spinners, Hawkslough, Wadsworth, Halifax. Debts received and paid by J. Suthers. Jan. 13.

TOMPKINS, FREDERICK, & THOMAS BLACK, Silk Finishers, Manchester; under firm of Frederick Tompkins & Co. Debts received and paid by T. Black. May 10, 1856.

TRIPP, HENRY CHARLES, & WILLIAM CANNING, Grocers, 24 New Church-street-west, St. Mary-le-bone. Jan. 13.

WATERFALL, EDMUND, & JOHN SEYMOUR WATERFALL, Wholesale Clothiers, 42 Watling-st., and 74 Queen-st., Cheap-side. Dec. 10.

WATSON, JAMES, & WILLIAM VAUSE, Mungo, Rag, and Flock Merchants, Leeds; as regards the Mungo and Rag business. Debts received and paid by W. Vause. Jan. 12.

WINDUS, ARTHUR EDWARD, & CHARLES ROGERS WINDUS, Chemists, 235 Strand. Dec. 31.

Creditors under Estates in Chancery.

TUESDAY, JAN. 13, 1857.

BARKER, ELIZABETH, Springfield-pl., Upper Clapton. Died Jan. 1855. Creditors to come in on or before Feb. 14, at Master of the Rolls' Chambers.

HARTLEY, JOHN, Clogger Duckingstool, Bradford, York. Died Jan. 1856. Creditors to come in on or before Feb. 13, at V. C. Stuart's Chambers.

JONES, ROBERT, Farmer, Maccagwyn, Denbigh. Died Dec. 1855. Creditors to come in on or before Feb. 16, at V. C. Stuart's Chambers.

PATNE, ROBERT, Carriage Lace Maker, 25 Gt. Queen-st. Died Sept. 1856. Creditors to come in on or before Jan. 24, at V. C. Wood's Chambers.

SILVERSIDE, GILES, late of Plaistow, Gent., and formerly of Paternoster-row, Butcher. Died Feb. 1855. Creditors to come in on or before Feb. 9, at Master of the Rolls' Chambers.

STONES, JOHN, Gent., formerly of Humberstone, Leicester, and late of Stages, Middlesex. Died April. 1842. Creditors to come in on or before Feb. 10, at V. C. Kindersley's Chambers.

WELLS, JOHN, Merchant, Manchester. Died Nov. 1836. Next of kin and creditors to come in on or before Feb. 10, at V. C. Wood's Chambers.

FRIDAY, JAN. 16, 1857.

FREEMAN, JOSEPH, of Ratby, and afterwards of Groby, Leicester, Farmer. Died Aug. 1854. Heir-at-law and incumbrancers to come in on or before Feb. 20, at Master of the Rolls' Chambers.

MORGAN, RICHARD, late of Penpompren Mochno, Llanganfelyn, Cardigan. Died April 28, 1855. Next of kin and creditors to come in on or before Feb. 12, at Master of the Rolls' Chambers.

SWAINSON, ELIZABETH, late of Wistanot, Salop (widow of the late Rev. Christopher Swainson). Died Dec. 1854. Creditors to come in on or before Feb. 14, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Companies.

TUESDAY, JAN. 13, 1857.

LONDON AND PENZANCE SERPENTINE COMPANY.—Henry Croysdill, of 84 Basinghall-st., appointed Official Liquidator. V. C. Sir W. F. Wood, Jan. 9, 1857.

NORWICH YARN COMPANY.—Call of £90 per share, to be paid to Alfred Angier, Norfolk Hotel, Feb. 19, 1857, at 12. Master of Rolls' Chambers, Dec. 18, 1856.

Scotch Sequestrations.

TUESDAY, JAN. 13, 1857.

DODS, BENJAMIN WILLIAM, & JAMES THOMSON GALLOWAY, Merchants, Glasgow, Jan. 8. Meeting, Jan. 20, at 2, at Glasgow Stock Exchange.

LANKHAM, GEORGE, Saddler, Inchture, Perth, Jan. 5. Meeting, Jan. 17, at 1, at Library of the Procurators Society, County-buildings, Perth.

LAW, ALEXANDER, Coal Merchant, Jan. 6. Meeting, Jan. 16, at 12, at Globe Hotel, George-sq., Glasgow.

NESS, THOMAS, Blacksmith, Leith, Jan. 8. Meeting, Jan. 16, at 1, at New Ship Hotel, Leith.

VINT, JAMES, & JAMES WHITE VINT, Merchants, Union-pl., Edinburgh, Jan. 8. Meeting, Jan. 19, at 3, at Borland's Rooms, North Andrew-st., Edinburgh.

FRIDAY, JAN. 16, 1857.

AITKENHEAD, ALEXANDER, Baker, Main-street, Bridgeton, Glasgow, Jan. 12. Meeting Jan. 23, at 11, at Victoria Hotel, West George-street, Glasgow.

BEGGIE, WISEMAN, & COMPANY, Merchants, Glasgow, Jan. 10. Meeting Jan. 21, at 12, at Faculty Hall, St. George's-place, Glasgow.

GOLSTON, EMIL, & COMPANY, Importers of Foreign Goods, Argyle-street, Glasgow, Jan. 12. Meeting Jan. 24, at 12, at Globe Hotel, George-square, Glasgow.

WATSON, ADAM, Coal Merchant, Hutchestown of Glasgow, Jan. 9. Meeting Jan. 23, at 1, at Faculty Hall, St. George's-place, Glasgow.

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